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GENERAL HEADINGS

Cases Reported this Week.

Current Topics.

Mr. Percy F. Wheeler.

TO MR. PERCY WHEELER'S numerous friends and clients the news of his sudden death has come as a painful shock. For many years he had been a well-known practitioner at the equity bar, and had a reputation for a sound knowledge of law and the careful conduct of his cases. It is the privilege of counsel—perhaps more especially in the Chancery Division—to assist the Court in the settlement of the complicated matters which come before it, as well as to secure to litigants their due rights, and in both capacities Mr. WHEELER was a respected and trusted advocate; while his good temper and genial disposition endeared him to those who knew him only in Lincoln's Inn as much as to his more intimate friends. It is with warm appreciation and sincere regret that we pay this tribute to him.

The Prohibition Amendment in the United States.

WE PRINT on another page as a matter of general interest the Official Certificate of the validity of the eighteenth Amendment to the Constitution of the United States. The power to make amendments is contained in Art. V. of the Constitution, which provides that "the Congress, whenever two-thirds of both Houses shall deem it necessary, shall propose amendments to the Constitution"; and to become effective an amendment must "be ratified by the Legislatures of three-fourths of the several States." The columns of the *Central Law Journal* (St. Louis) recently shew the objections which have been made to the validity of the present amendment. It is said not to be "necessary," since it is not required for carrying out the purposes of the original Constitution; and, further, that it is not an amendment at all—this implying a change in an existing provision—but something entirely new imported into the Constitution; that it is an undue interference with the internal affairs of the several States, and, indeed, of the individual. These appear to be academic objections which are not likely to have any great weight. Nor is the objection that the Amendment was not duly ratified likely to fare better. But more serious questions arise as to the definition of "intoxicating liquor," and as to the effect of section 2 of the Amendment, which gives Congress and the States "concurrent power" to enforce prohibition.

"Concurrent Power."

On the latter point the question is whether this power is joint or several. Must Congress and the State concur in the consequential legislation required in that State, or have each separate powers of enforcement. The original amendment proposed was:—"The Congress shall have power to enforce this article by appropriate legislation," but this was altered so as to make it clear that the States had similar power; but whether a joint or a separate power, that has been left to judicial interpretation. We understand that several cases are pending in the United States Supreme Court, in which this question has been raised; but, meanwhile, in a decision recently given by Judge Rellstab in the District Court of New Jersey in *Feigenspan* v. *Bodine* (*Central Law Journal*, 9th April), which contains an examination of the different meanings of the word "concurrent," it is held that the powers are not joint, but several:—"The word 'concurrent' does not divide the power, but authorizes them both to exercise it by appropriate legislation." This may lead to conflict of enactments, but such conflict is no new thing, and the Acts of Congress prevail. The introduction of the word "concurrent" gives the States power to enforce prohibition, but gives them no power to engage in a legislative conflict with Congress. It will be interesting to see if this view prevails in the Supreme Court. The opposite view would, apparently, enable a "wet" State to nullify the amendment by declining to concur with Congress in the necessary legislation for enforcing it.

"Intoxicating Liquors."

The Act of Congress for enforcing National Prohibition was passed on 28th October, 1919, and under it an "intoxicating liquor" must contain at least a ½ per cent. of alcohol. The question is whether Congress had power to introduce this limit, or whether any legislation for enforcing prohibition must leave it as a question of fact in each case whether the liquor is intoxicating or not. The decision above referred to dealt with this point also, and it was held that it was within the power of Congress to lay down a definition of intoxicating liquor, provided, at least, that the definition is not arbitrary, but has a rational basis for its support. The ½ per cent. limit was adopted for war-time prohibition, and the learned Judge held that it was a valid limit for permanent prohibition also. With us, of course, the problems as to the enforcement of national policy are quite different; but it is worth while to follow the course of legal discussion in the United States as to the validity of the introduction and enforcement of prohibition. It will be remembered that the *Times* of 17th April contained a long letter from Bishop Cannon, of the Methodist Episcopal Church, Washington, shewing the great volume of opinion in favour of this policy.

The De Keyser Hotel Case.

The *De Keyser Hotel case* (*Times*, 11th inst.) has resulted in the House of Lords overruling *Re A Petition of Right* (1915, 3 K. B. 649), and holding that, while the taking of land and buildings for war purposes is justified—possibly under the prerogative, but at any rate under the Defence of the Realm Consolidation Act, 1914, and regulation 2 made thereunder—the question of compensation is not left to be dealt with as a matter of grace on the part of the Crown, but is regulated by the Defence Act, 1842, and the Acts amending it. In *Re A Petition of Right*, the Court of Appeal appear to have considered that while the system of taking lands on payment of compensation to be assessed by a jury established by the earlier Defence Acts was of general application, both for peace and war, yet the Defence of the Realm Consolidation Act, 1914, set up a special system for the purpose of the present war. Under this system power is given to take land and buildings, but nothing is said about compensation; consequently the dispossessed subject is left without legal right to compensation, and this must be given, if at all, by the favour of the Crown. Against this view there is the fact that the Act of 1914, in section 1 (2), refers to the Defence Acts, 1842 to 1875, for the purpose of authorizing the suspension of restrictions under them on the acquisition or user of land; so that the Act of 1914 does not profess to set up a completely new system. It is a system which recognizes the system of the earlier Defence Acts as being in existence and operative. Hence, when the Act of 1914 is silent as to compensation, it looks as though that was left to be settled by the earlier Acts. And this is the view which the House of Lords has taken, though it was also supported by considerations founded on the nature of the whole series of Defence Acts extending back to the eighteenth century, and to the practice of payment of compensation in earlier times. But it is not clear that the historical disquisitions are very relevant. Since 1842 the question has been one of statute law, and when it was held that the Act of 1914 was only one in a series of statutes dealing with the taking of land and buildings, both in war and peace, then the omission in the Act of 1914 to provide for compensation was naturally supplied by the provisions in that behalf of the Act of 1842. But, no doubt, it is easier to reason in this way after the decision than before.

The Finance Bill.

The Finance Bill, which has now been printed, contains the provisions for giving effect to the changes foreshadowed in Mr. Austen Chamberlain's Budget speech. In Part II., the normal rate for income tax remains at 6s. Super-tax starts at £2,000 instead of £2,500, and the rates stiffen until on each pound above £30,000 it is 6s. The Bill does not state it quite as clearly as this, but we take the figure from a useful statement by Mr. Chas. H. Tolly of the proposed new rates, etc. (Waterlow and Sons, Ltd., 6d. net). The differentiation in rates between earned and unearned income disappears, and in lieu thereof earned incomes start with a deduction of one-tenth, but not over £200. Then the married man gets a deduction of £225 and the unmarried man £135. In the deductions for children it is provided that "child" shall include an illegitimate child whose parents have married after his birth—a foretaste of the *legitimatio* referred to below. Provision is made for the separate relief of husband and wife in cases where they apply for separate assessment. There are extensive alterations as to relief in respect of life insurance premiums, and provision is made for relief in respect of "Dominion income tax," which is defined to mean "any income tax or super-tax charged under any law in force in any Dominion [also defined], if that tax appears to the Special Commissioners to correspond with United Kingdom income tax or super-tax. Part III. increases the *ad valorem* duty on transfer of stocks and shares to £1 per cent., and the duty on receipts to 2d. These and other stamp changes take effect on 1st September next, but the increase of capital duty from 5s. to £1 takes effect as from 20th April. Part IV. continues Excess Profits Duty to 5th August, 1921, and raises it to 60 per cent. Part V. introduces the Corporation Profits Tax of 5 per cent., the first £500 being exempt; the profits are to be determined as under Schedule D, but for the "accounting period," and not by reference to the income tax year or the average of any years. The accounting period is defined as a period of twelve months ending on the date up to which the accounts of the company are usually made up. Part VI. repeals the Land Values Duties in the following terms:—

> 49. (1) As from the commencement of the Act the land values duties shall cease to be chargeable, and the obligation of the Commissioners of Inland Revenue under section 26 of the Finance (1909-10) Act, 1910, to cause a valuation to be made of all land in the United Kingdom shall cease.

The remaining sub-clauses make provision for non-collection of duty assessed but not paid, and for return of duty paid. Of course, the scheme of taxation awaits the proposals for a levy on capital in aid of war debt, if those proposals materialize.

The Bastardy Bill.

The Bastardy Bill has been read a second time in the House of Commons by 117 votes to 9, but as it is a private member's Bill—Mr. Neville Chamberlain's—there is, apparently, no great prospect of its making any further progress at present. With the Bill as a whole we do not propose to deal. Some of the provisions, such as that requiring information as to

the alleged father of the child, seem to be obviously proper; and so, too, the raising to 40s. of the weekly sum which the father may be ordered to pay. The making of illegitimate children wards of a Juvenile Court is a proposal which requires a good deal of consideration in its practical aspects. But the most interesting feature in the Bill is clause 27, which provides for legitimation by subsequent marriage. After the recent illiberal action of the House of Commons—in striking contrast to that of the House of Lords—in regard to divorce, it is singular, though satisfactory, to find this reversal of English doctrine meeting with general approval, and there seems no reason why it should not be separated from the rest of the Bill and carried at once as an unopposed measure. The history of the question is well known. The Canon Law recognizes the legitimacy of children, both when a marriage has been annulled and when marriage is solemnized after their birth. The former recognition is essential to a marriage system which refuses divorce, but reaches something like the same result by annulment of marriage. It would be preposterous to annul a marriage and thereby render the children illegitimate, and this is not done.

Legitimation by Subsequent Marriage.

THE OTHER point—legitimation by subsequent marriage—is a concession to practical requirements which the Canon Law made, but which the English Barons at the Council of Merton, in 1236, refused to follow. Bishop GROSSETESTE tried hard to import reason into the matter, but "*Leges Angliæ nolumus mutari*," said the Barons, probably not so much out of objection to bastards, but to shew their independence of the Roman Church. The whole story is told in Dr. WILFRID HOOPER'S "Law of Illegitimacy" (Sweet and Maxwell, Ltd., 1911), and it seems not unlikely that the rule of the Canon Law had prevailed here until upset by a decision of DE LUCI, Chief Justice in the time of Henry II., confirmed afterwards by his successor, GLANVILLE. But this is remote and problematical. What is certain is that the Common Law of England diverged on this point from the Canon Law, and that the countries following the Common Law have refused legitimation, while countries which follow the Canon Law recognize it. In certain parts of the United States and of the oversea Dominions, legitimation has been introduced by statute. We noticed some instances of this last year (63 SOLICITORS' JOURNAL, p. 603). Sometimes, as in the State of Maine, legitimation follows at once on marriage; sometimes, as in Massachusetts, only on special acknowledgment by the father. At length, it seems, this country is going to take the same step and the doctrine of *Birtwhistle* v. *Vardill* (7 Cl. & F. 495), refusing rights of inheritance of land to a child legitimated by subsequent marriage abroad, will become obsolete.

The Faculty of Advocates.

AN INTERESTING article on the "Rise of the Faculty of Advocates" is contained in the April number of the *Law Quarterly Review*. So little is known in England of the Scots Bar and its history—in many ways so unlike that of the English Bar—that articles such as this must always prove both entertaining and instructive to most English lawyers. Scotland has not, and never had, any Inns of Courts or Inns of Chancery, as in England. Her Bar was never directly connected with the Scots Universities; but perhaps the Faculty of Advocates ought really to be regarded as a special and professional Law University of Edinburgh—down to 1727 Edinburgh was without a University. The modern University has no connection with the Faculty of Advocates, just as London University has nothing to do with the Inns of Court. But the Scots legal profession has always been more varied than the English. There are three grades of lawyers in Scotland, not two. There is the advocate or barrister. Then there are two privileged corporations with no English counterparts, the "Writers of the Signet" and the "Solicitors of the Supreme Court," who have the sole right of initiating proceedings in the Court of Sessions, and who therefore act as intermediaries between the advocate and the third grade of the profession, who correspond to our "attorney." The "attorney" is known in Scotland by his statutory title of "law-agent." But in special parts of the country he has special names. In Glasgow and the boroughs generally he is called a "writer." In the counties he is usually known as a "procurator." In Aberdeen, by ancient prescription, he is called "advocate"—but an Aberdeen advocate must be carefully distinguished from an "Edinburgh advocate" or advocate *sub modo*. The latter is a barrister; the former only an ordinary law-agent. Curiously enough, although the grades of the profession are so numerous in Scotland, and although the advocates or "*noblesse du robe*" are a socially and, until 1820, a legally privileged body, any Scots writer may be appointed a "Lord of Session" or a "Sheriff-Substitute." But, we believe, no writer ever in fact has been a member of the Court of Session. On the other hand, it quite often happens that a local writer or procurator is appointed "Sheriff-Substitute" (*Anglicé*, county court judge), although the majority of such lesser judges are in fact members of the Faculty of Advocates. The Faculty of Advocates elects for life its own Dean of Faculty, corresponding to the "doyen" of the French and Belgian Bars, who is the leader of the profession and has considerable disciplinary power. There are no "benchers"; all the advocates in general meeting decide large questions of policy, not delegated to the "Dean" or an election committee.

Option of Purchase Given by Deed.

A SINGULAR case in the Alberta courts occurred recently, turning on the validity of an option of purchasing an interest in land contained in a document under seal: *Davidson* v. *Norstrant* (1920, 1 W. W. R. 700). The plaintiff sued for specific performance of an agreement of which the material terms were these: ". . . in consideration of the sum of one hundred dollars . . . receipt whereof is hereby acknowledged, the vendor covenants and agrees . . . to sell and assign to the purchaser on or before the 1st May, 1918, one undivided half-share or interest in (certain described land) for the price or sum of five thousand dollars, on which shall be credited the said sum of one hundred dollars . . ." This document was signed and sealed by vendor (defendant) and purchaser (plaintiff). The hundred dollars was, in fact, never paid, and when the plaintiff, before the 1st May, tendered his cheque for 5,000 dollars, the defendant refused to accept it, and affected to treat the whole arrangement as at an end. At the trial the plaintiff succeeded, but this was reversed on appeal, as it was held by a majority of three judges to one (the dissentient being the Chief Justice) that the plaintiff was not entitled to succeed, on the ground that he had not complied with the terms of the agreement, having failed to pay the hundred dollars to the defendant. The Chief Justice (dissenting) thought that no notice of acceptance was required, and that when the 5,000 dollars were tendered before 1st May the defendant became bound to assign the half interest in the land. The majority, however, held that, the 100 dollars not having been paid, there was no concluded contract. The opinion of the dissentient judge will commend itself to many legal minds. Surely, the defendant, not having withdrawn his offer, the acceptance was in time, and *ipso facto* concluded the contract for sale.

The Effect of the Offer Being Under Seal.

BUT, HOWEVER THIS may be, regarding the document sued on as a mere offer without consideration, it was in point of fact under seal, and so constituted a formal binding contract, requiring no consideration to support it. Neither the dissenting Chief Justice nor the majority of the Court, however, thought this relevant. The Chief Justice took the view that the defendant would have been equally bound by plaintiff's acceptance, even had there been no question of the offer being under seal. The majority held that the "option" should have been strictly complied with, and failed to be effective by reason of non-payment of the stated consideration. Here again the opinion of the Chief Justice will to many seem preferable. But probably more will be inclined to differ altogether from both opinions as to the efficacy of a deed

under such circumstances. Even assuming that the document could be treated as purely voluntary—made without any consideration at all—which is perhaps doubtful, surely all absence of consideration is outweighed by the form of the contract. No fraud or mistake was alleged, nor did the defendant purport to rescind or take any steps to recede from his offer until that offer was ultimately accepted. The gist of the reasoning of the majority of the Court is perhaps to be found in the following words from one of the judgments: "At common law a contract under seal is binding. . . . Administering equity . . . the presence of a seal cannot, upon the facts of this case, make the contract binding." But what equity required that the formal contract should not be binding?

G. Broke Freeman: In Memoriam.

THE recent death of Mr. G. BROKE FREEMAN, who was called to the Bar at Lincoln's Inn in 1873, and continuously practised there as a conveyancer and equity draftsman until ill-health compelled his retirement, will have been noted with genuine regret by a large circle of friends and clients in London and the provinces. His careful craftsmanship in the practice of the law, his unflinching rectitude in all the relations of professional and private life, his literary and cultured tastes, which seemed to keep him young against the advances of years and work, and his pleasure in the success of his sons in legal, journalistic and educational careers, were all signs of a personality the example of which can never be effaced, and which rendered him not merely, in the words of an obituary notice in the *Times*, "a successful barrister of the old school," but an English gentleman and a friend to whose memory these few lines may be offered in tribute by a junior colleague who frequently enjoyed his society and advice.

Educated at Uppingham and Trinity College, Cambridge, he was the elder son of Archdeacon PHILIP FREEMAN, of Exeter, Senior Classic at Cambridge in 1839, whose scholarly traditions and literary interests he inherited, together with a fund of unfailing playful humour and a keen sense of all that was worthy of love and honour. A recorded tribute to his father as "one of the most genial and unselfish of men, brimful of information and indefatigable at all calls of duty or kindness," was merited by himself, as those of his family and friends well know. As one of his former clients has lately written, "He was a great stand-by to me—I felt I was always welcome when I ran in for his wise judgment and legal advice; he was so very much more than a conveyancing counsel to me." At Lincoln's Inn he read with WILLIAM BARBER, joint author of "Dart's Vendors and Purchasers," and as his own work steadily increased, he brightened it with his own reflection that "the majesty of the law has never lacked its lighter side; perhaps there is not any profession in which there is such a tradition and wealth of wit." His busy years left little time for other composition, but he found refreshment not only in much wide reading, grave and light, but also in a number of papers contributed to magazines, such as a gay account in *Blackwood's* for 1913 of his ancestor Captain BROKE'S share in the famous matter of "The Shannon and the Chesapeake," and many scattered articles in these pages and other legal papers. His learning is found in "The Punctuation of Wills," "The Indestructibility of a Trust," and "Why Leases came to be made for 99 and 999 years"; his archæology in "Lincoln's Inn Chapel," "The Lincoln's Inn Vines and Fig Trees," and "The Annals of a Berkshire Village"; his fun in "The Barrister as Advertised" and "The Official Man of Straw." In his retirement at Richmond, and, later, at Bournemouth, with a pen which was at times caustic but never unkind, he brightened the local press with letters on citizen grievances and municipal failings. The review of books which appealed to him was a pleasure which probably helped the authors, and his own son's brilliant work, "The Schools of Hellas," the bequest of a too brief career which gave to one family the distinction of first place in the Cambridge Tripos in two generations, afforded him infinite pleasure.

Mr. FREEMAN'S widow, the youngest daughter of Dr. HORACE DOBELL, whom he married in 1877, survives him, and to her and her sons in their bereavement those who honoured her husband in the profession which he followed will be extending a sympathy full of sincere and, where they really knew him, affectionate regret.

W. H. D.

Ancillary Records of Contracts.

IT does not seem too much to assert that one of the most ordinary and interesting difficulties in general practice is that which arises when a lawyer is asked to determine whether, upon conversation or correspondence, or a little of both, there is or is not a concluded contract between the parties. Circumstances which give rise to such difficulty have become so increasingly common to-day, and so much frequently depends on the result, that any elucidation of the matter is the more welcome. In the result, we consider it to be established that, among modern lawyers, the wish is to construe every case as one of interpretation of the intention of the parties.

Frequently cases present the interesting and important question, Is there a concluded and final contract—a clear offer, and a clear acceptance—in the conversation or letters? or, on the other hand, is all the talking or all the writing contingent upon the preparation and execution of a formal agreement? More than sixty years ago we find Lord CRANWORTH giving the weight of his authority to a protest against the public supposing that two parties, although they desire, with commendable prudence, to have a formal record of their contract in writing, cannot be bound by an agreement previously and clearly made. It would have been more happy for the public, perhaps, if the protest had been to the contrary effect, and if there had been good grounds to think such was the law. It might undoubtedly have caused hardship in several cases, but it would have removed one of the difficulties in interpretation which now not infrequently trouble and perplex the Bar, the Bench and even the law lords.

For there is, in truth, little doubt respecting the law, nor is there much difficulty to an intelligent man of good sense in grasping the legal position. An abstract doctrine of law it probably is; but it affords no subtle or perplexing refinement. The trouble comes when one has to apply the doctrine to divers novel circumstances, to review the evidence and determine the intent of the speakers or writers. In mid-Victorian times it was, we know, held that the act of sending a memprandum of the contract to a solicitor to have the transaction reduced into form generally afforded cogent evidence that neither party was to be bound until it was so reduced. But, nevertheless, it seems to be clear that to suggest that such act was conclusive in every case would be untenable; and we consider the better view now is that such an act should be taken into account in construing all the evidence, and determining whether or no the parties came to a final agreement. To assert that any such act amounted to anything approaching conclusive evidence would surely beg the very question with which the interpreter is unfortunately faced, viz., whether the parties meant that the counsel or solicitor should settle or prepare a formal memorial of the terms upon which they had already agreed, or whether the parties were doing no more than negotiating for a contract to be settled or prepared by the counsel, or solicitor under his advice. In the latter case each party would be doing no more than taking steps towards the full and complete finality of an intended contract. A few minutes' reflection must show how nice the solution of such a problem may be, and how many will be the cases on the border of the line of demarcation, especially when the transaction took place at interviews.

And how very much may turn on a right interpretation; how priceless the best advice. Wheresoever the interpreter finds the matter is inchoate or contingent, it is of the essence that the terms are not to operate at all until they are reduced

into writing; and, therefore, before the agreement is signed either party may reopen the terms, impose new ones, or even withdraw altogether from the intended bargain. But if, on the other hand, the interpreter deduces a binding offer and acceptance, then each party has sold part of his freedom in action, and may, for instance, have to deduce a title on an open contract, grant a lease with those meagre covenants by the lessee which are held to be usual, or suffer from or become involved in costly litigation over some other inadvertent omission. And, it seems superfluous to add, the counsel or solicitor who is instructed to settle or prepare a memorial is powerless to modify, vary or supplement the terms which the parties themselves have already settled.

Possibly the professional reader may be interested to recall cases which occurred in his experience where transactions, in his judgment, have been curiously misread; or, at any rate, where, on an unwarrantable assumption of the view that the whole matter rests merely in negotiation, one party has been allowed to introduce, and almost to dictate, supplemental stipulations of a modifying nature. There is, of course, with many persons a commendable desire not to take or grasp an unfair or mean advantage; while a diplomat instinctively perceives that by quietly allowing the other party to discuss new terms, he on his part can do the like, and on balance materially improve his own unintentional position.

Intensely interesting and novel was the question which one day was raised in the Court of Appeal upon a proposal for life insurance. The proposal was accepted at a specified premium by the office, but with the stipulation that no insurance should take effect until the first premium was paid. A proposition which found favour with two members of the Court was that this stipulation was a term of assent, and that, until the office accepted the first premium, it was open to the office to decline to undertake the risk. What made the question so important was that the proposer's health unfortunately much deteriorated between the dates of the proposal and of the tender of the premium.

We have not considered it necessary to cite authority for our few remarks, but those of our readers who may have been induced by them to refresh their memory or their view may be reminded that the subject was discussed in *dom. proc.* in 1857: *Ridgway* v. *Wharton* (6 H. L. C. 238), and in 1878: *Rossiter* v. *Miller* (3 App. Cas. 1124), and again last year: *Gordon's Executors* v. *Gordon* (55 Sc. L. Rep. 497). The life insurance case was *Canning* v. *Farquhar* (16 Q. B. D. 727), and we think may well be considered in cases presenting novel circumstances. Text-books on the law of contract and of specific performance will give references to practice cases for what they are worth otherwise than as illustrations of principles: and *Jones* v. *The Victoria Graving Dock Co.* (2 Q. B. D. 314) is an interesting case, because it shews how the like question may arise when written terms are intended to be subsequently put in the form of a contract under seal.

The Continuation or Restoration of Life Estates.

We have received the following note by a Conveyancing Counsel of eminence on the point discussed in *Constable's Case*:—

PEARSON, J., relying on the decision of Lord ST. LEONARDS in *Harrison* v. *Round* (2 D. M. & G. 190) (a case of a shifting clause, in which the recovery was suffered in such a way as not to destroy the life estate), decided in *Re Wright's Trustees and Marshall* (28 Ch. D. 93), that on the exercise of a joint power (conferred by a Disentailing Assurance) by a Resettlement the life estate of JOHN OSMASTON was restored by proper words, in accordance with the intention of the parties, and that the power of sale (operating under the Statute of Uses) remained in force. No one doubts that the power of sale can be kept alive by the expressed intention of the parties, the dispute is only in regard to the estate.

FARWELL, J., followed *Wright's case* in *Re Cornwallis-West* (1903, 2 Ch. 150), and held that, notwithstanding the entire fee simple vested for a moment in a grantee to uses, the life estate was actually restored by the expressed intention of the grantors. No question as to the restoration of a power arose in this case.

The decisions in *Wright's case* and in *Cornwallis's case* have been overruled by the Court of Appeal in *Re Constable's S.E.* (1919, 1 Ch. 178) (where the tenant for life conveyed his life estate to uses in restoration of his estate), on the ground that the tenant for life took as "purchaser" within the Inheritance Act, 1833, s. 3; though, on the authority of *Alexander* v. *Mills* (6 Ch. 124), it was admitted he did not lose his powers by taking a new estate. *Harrison's case* was distinguished on the ground that there the tenant for life by reason of the £100,000 clause must be taken to have re-entered for condition broken at common law, and hence was in of his old estate. The Court dissented from Sugden on Powers, 8th ed., p. 71.

In *Cope & Wadland* (1919, 2 Ch. 376), there were no family charges subsisting under the will creating the life estate and estate tail. By the Disentailing Assurance (which also seems to have been a resettlement) the land was limited to uses giving a joint power of appointment, and subject thereto to the use of the tenant for life in restoration, with remainders over. SARGANT, J., admitted that he was bound by *Re Constable*, but held that the tenant for life, though taking a new life estate, still had the statutory powers under the will, as no doubt he had by virtue of s. 50 of the Settled Land Act, 1882.

The late Mr. CHARLES SWEET (63 SOLICITORS' JOURNAL, pp. 5, 20 and 79) contended that, under the existing law, there are only two cases in which the old life estate can after conveyance remain in force, namely: (a) Where the tenant for life takes at common law by entry for condition broken: Litt. s. 325; (b) Where he takes or would (apart from express limitation) have taken under a resulting use: *Armstrong* v. *Wolsey* (2 Wils. 19), *Godbold* v. *Freestone* (3 Lev. 406). In both these cases he takes, or would have taken by operation of law, and not by reason of the expressed intention of the grantors.

He also admitted that where a tenant in tail enlarges his estate into a fee simple by a modern disentailing assurance he is in of his old estate.

But if, notwithstanding that for one moment the entire fee simple is vested in a grantee to uses, a tenant for life can still, by way of resulting use or by a declared use to the same effect, be in of the old use, there can be nothing inherently wrong in the same result being attained by the express declaration of the grantors. It makes no difference to the argument whether the use or estate is merely retained and continued without destruction, or whether it is treated as notionally destroyed and restored at the same moment. The former may be the more correct aspect, if it is admitted that, though not destroyed, it can be postponed. The real question is whether it can be kept alive.

Again if, as is admitted, it is competent for the grantors, by purporting to restore an estate, to keep alive an express power of sale operating by an appointment of a use, how can it be logically contended that it is not equally competent for them to keep alive a use which was subsisting immediately before the conveyance or appointment?

The real purpose of the Inheritance Act was to regulate successions on death. The object of section 3 was to abolish anomalies, such as descent *ex parte maternâ*, notwithstanding that the intestate had conveyed the land to the use of himself and his heirs: Watkins on Descents, 4th ed. 241, 251: *Abbot* v. *Burton* (2 Salk. 590); or that a tenant in tail having suffered a recovery took the fee simple in continuation of his old estate: *Stapilton* v. *Stapilton* (1 Atk., p. 9); *Lilford* v. *A.G.* (L. R. 2 H. L. 63). In such cases (*secus*, where there is a voluntary conveyance without declaring a use) the intestate or tenant in tail under this section was made to take "by purchase," instead of "by descent," and descent was traced through him accordingly; but in order to hold that this section precludes a tenant for life from restoring his life estate by apt words, it is necessary to divorce it from its context and to impose a strain which it cannot properly bear.

It is a general rule that when a fee simple is conveyed (not appointed) the original estate of the grantor passes to the grantee; this of necessity follows from *Quia Emptores*.

No doubt there are exceptions; for instance, an estate acquired under the Limitation Acts is a new estate; and under the old law, by reason of the tortious effect of a feoffment or the ransacking effect of a recovery, new estates were created.

But in *Constable's case* (*supra*) it was not taken into consideration that a modern disentailing assurance is, and that an appointment can be, an innocent conveyance; thus it will not destroy more than it is intended to destroy. The late Mr. SWEET admitted that, if father and son disentailed to such uses as they should appoint, and in default to the old uses, the father remained in of his old use: *Beckwith's case* (2 Co. Rep. 586). This

point was not dealt with by SARGANT, J., in *Cope & Wadland* (*supra*).

No one doubts that an appointment under the joint power, without more, would create a new estate. But what is there to prevent the appointors, as was done (at any rate as regards the estate of the tenant in tail) in the case of a deed leading to a recovery, by express declaration keeping alive any of the old estates?

To hold that this cannot be done is to deny that English law possesses a reasonable elasticity.

The seisin of the grantee fed the old use of the tenant for life after the execution of the Disentailing Assurance. Why should it not be equally effective for this purpose after an appointment?

Because under the old practice the £100,000 clause was employed to keep alive the life estate of the tenant for life, it does not follow that this was the only available method; but merely shews that no other device was attempted, for it was not then required.

No unnecessary distinction should, under modern law, be drawn between keeping alive a life estate and an estate tail. To invent one merely gives rise to unnecessary complications and injustice.

Reviews.

Students' Books.

GIBSON AND WELDON'S STUDENTS' CRIMINAL AND MAGISTERIAL LAW. By the AUTHORS and A. CLIFFORD FOUNTAINE. SEVENTH EDITION. The "Law Notes" Publishing Offices.

GIBSON'S CONVEYANCING. ELEVENTH EDITION. By ALBERT GIBSON, H. GIBSON RIVINGTON, M.A.Oxon., and A. CLIFFORD FOUNTAINE, Solicitors. The "Law Notes" Publishing Offices.

THE STUDENT'S STATUTE LAW. Being Specially Intended for the Use of Candidates at the Final and Honours Examinations of the Law Society. SIXTH EDITION. By ALBERT GIBSON, ARTHUR WELDON, and H. GIBSON RIVINGTON, M.A. The "Law Notes" Publishing Offices.

These books continue in their new editions the efficient help and guidance which they have given to students in the past, and, though primarily designed for students, they are convenient for the practitioner to have at hand for ready reference on points which are somewhere in his mental equipment, but are not always immediately available. The preface to the edition of the "Criminal and Magisterial Law" recalls that, since the previous edition, criminal practice has been extensively modified by the Criminal Justice Amendment Act, 1914, and the Indictments Act, 1915; while the Larceny Act, 1916, has given new form to an extensive branch of criminal law. These and other statutes of lesser importance, and the most important of the recent decisions, have been incorporated in the text. After the introduction contained in Part I., the various crimes with their punishments are explained in Part II., and Parts III., IV., and V. deal with criminal courts, with procedure and with summary jurisdiction. Part VI. is devoted to miscellaneous matters coming under the jurisdiction of Justices. That the work has been carefully brought up to date is shewn by the sections on Probation of Offenders, which depends on the Probation of Offenders Act, 1907, as amended by the Criminal Justice Administration Act, 1914; and on Bastardy, which depends on the Affiliation Orders Act, 1914, in addition to the Bastardy Acts. The summary of *Macnaughten's case*, at p. 10, is interesting, in view of current suggestions for the revision of the tests for the criminal responsibility of insane persons.

In turning to the "Conveyancing," it is natural to speculate whether this is the last appearance in this series of our present system of the transfer of property. If the Real Property Bill becomes law, there will be a recasting of text-books on this subject, such, perhaps, as has never before been seen. But that is still in the future. Conveyancing—and no little of it—is still being conducted on the ancient lines, modified by the statutory changes of the last century, and the present work covers the whole field with lucid exposition. Intended in the main as a statement of the leading principles, it will nevertheless be found to be replete with useful detail—witness the long list of cases and statutes with which it is prefaced—and on such important matters as the effect of recitals (p. 129), and the clogging of the equity of redemption (p. 211), the authorities are very conveniently collected and explained. And the second part of the work, which deals with conveyancing under the Land Transfer Acts, carries the student into a new and still experimental department of real property conveyancing.

The "Statute Law" has been revised so as to include the legislative product of the ten years which have elapsed since the last edition, and among the new statutes are the Conveyancing Act, 1911, the Copyright Act, 1911, the British Nationality and Status of Aliens Acts, 1914 and 1918, and the Wills (Soldiers and Sailors) Act, 1918. Then there was the batch of legislation which was passed in December last, after the book was in type, including the new County Courts Act, and Patents and Trade Marks Acts. As far as possible, the alterations effected by these have been included in the text, but the full provisions of the Acts have had to be placed in an Appendix. Thus the new section 27 of the Patents Act (Abuse of Monopoly Rights) is shortly stated in the body of the work, and reference made to the Appendices for the section in detail. In this way the difficult position created for the editors by the new statutes has been successfully dealt with. The work is a very useful collection of statute law, illustrated by references to numerous decisions; for instance, those on the incorporation in administration of the rules in bankruptcy, under section 10 of the Judicature Act, 1875.

Books of the Week.

Digest.—The English and Empire Digest. With Complete and Exhaustive Annotations. Being a Complete Digest of every English Case reported from Early Times to the Present Day, with additional Cases from the Courts of Scotland, Ireland, the Empire of India, and the Dominions Beyond the Seas, and including Complete and Exhaustive Annotations, giving all the subsequent Cases in which Judicial Opinions have been given concerning the English Cases Digested. Vol. 3. Auction and Auctioneers, Bailment, Bankers and Banking, Barristers, Bastardy. Butterworth & Co.

Executors.—A Compendium of the Law Relating to Executors and Administrators. By the late Hon. W. GREGORY WALKER. Fifth Edition. By SYDNEY E. WILLIAMS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited). 25s. net.

Title Deeds.—Title Deeds and the Rudiments of Real Property Law. By FRANCIS R. STEAD. Third Edition. Revised. Sir Isaac Pitman & Sons (Limited). 6s. net.

Grotius Society.—Transactions of the Grotius Society. Vol. 5. Problems of Peace and War. Papers read before the Society in the year 1919. Sweet & Maxwell (Limited). 6s.

Investments.—The Hundred Best Investments. May Supplement. The British, Foreign and Colonial Corporation (Limited). 1s. net.

Child Adoption.—Report of Select Committee Appointed to Examine the Principle and Practice of Child Adoption; Associated Societies for the Care and Maintenance of Infants. Victoria House, 117, Victoria Street, S.W. 1. 1s. net.

CASES OF THE WEEK.

House of Lords.

HUTCHINSON *v.* NATIONAL REFUGES FOR HOMELESS AND DESTITUTE CHILDREN AND OTHERS. 22nd and 23rd March; 4th May.

WILL—CONSTRUCTION—GIFT TO "SUCH PERSONS AS ON FAILURE OF PRECEDING TRUSTS SHALL BE MY NEXT OF KIN, AND ENTITLED TO MY PERSONAL ESTATE UNDER THE STATUTE OF DISTRIBUTIONS"—PERIOD OF ASCERTAINED CLASS.

By a will made in 1852 the testator, having settled his residuary estate in equal shares upon his three daughters and their children, directed that, on the failure of the trusts of the residue of his estate, such residue should be held in trust for such person or persons as on the failure of such trusts should be his next of kin, and entitled to his personal estate under the Statute of Distributions. The trusts having failed by the death of the daughters without having had any issue,

Held, that the class to take were not the next of kin of the testator at the date of his death, in 1855, but the persons who would have been his next of kin had he died immediately after the failure of the previous trusts on the death of his last surviving daughter in 1918.

Decision of the Court of Appeal (*reported* sub nom. *in* Re Hutchinson, Carter *v.* Hutchinson, 63 SOLICITORS' JOURNAL, 352; 1919, 2 *Ch.* 17), *reversed.*

Appeal from an order of the Court of Appeal, affirming a decision of P. O. Lawrence, J., upon an originating summons to determine a question of construction of a will. On 27th March, 1852, William Hutchinson executed his will. He died on 3rd June, 1855. The question was whether the residuary bequest was to be construed as in favour of the next of kin of the testator, to be ascertained at the date of his death, or whether it was in favour of those who would have been the next of kin if his death had taken place at the time when the antecedent in-

terests under the will expired. The testator left a widow, who died in August, 1870, and three daughters. Sarah, the last of these daughters, died on 11th January, 1918. None of them leaving any issue, claim was made to the residuary estate by the respondent charity under the will of Sarah, who was one of the next of kin of the testator on his decease. The appellant Hutchinson was a grandson of Ann Hutchinson, a sister of the testator, and was one of the next of kin of the testator if by the terms of the will that class should be ascertained as at the death of Sarah in 1918. P. O. Lawrence, J., decided in favour of the charity, and he was affirmed by the Court of Appeal.

THE HOUSE took time for consideration.

Viscount FINLAY, after stating the facts, said the will provided for an annuity to the widow of the testator, and gave interests in the residue of the property to his three daughters and their issue, with cross-remainders, and proceeded as follows: "And I do further direct that, on failure of all the trusts hereinbefore declared of the residue of my personal estate, such residue shall be in trust for such person or persons as on the failure of such trusts shall be my next of kin, and entitled to my personal estate under the statutes for the distribution of the personal estates of intestates, such persons, if more than one, to take distributively according to the said statutes." It was urged by the appellants that this clause shewed that the class of next of kin was to be ascertained as on the death of Sarah, the last surviving daughter. The respondents, on the other hand, contended that the words of the clause left the class of next of kin to be ascertained in the usual manner at the death of the testator. *Bullock* v. *Downes* (9 H. L. C. 1) decided that the next of kin were to be ascertained at the death of the testator, but that if there was a sufficient indication to that effect in the words of the will, the time for ascertaining the class might be the time fixed by the will as the period of distribution. The question here was whether there was in the will a sufficient indication that the period of distribution was the time at which the class was to be ascertained. His lordship then dealt with the following cases:—*Wharton* v. *Baker* (1858, 4 K. & J. 483), *Mortimer* v. *Slater* (7 Ch. D. 322), *Sturge* v. *Great Western Railway Co.* (L. R. 19 Ch. D. 444), *Re Wilson, Wilson* v. *Batchelor* (1907, 2 Ch. 572), *Re Macfee* (79 L. J. Ch. 678), *Re Helsby* (84 L. J. Ch. 682), and *Re Mellish* (1916, 1 Ch. 562). Such authorities were of value chiefly as calling attention to the points on which the construction of any particular will must turn. But the Court always came back to the particular words employed in the will in each case. In his opinion, the words of the present will were reasonably clear, and bore the meaning contended for by the appellant. They did not, in his judgment, point to the class who were entitled on the death of the testator, but to an artificial class, to be determined at the date of the failure of the trusts in the will.

Lord CAVE agreed, and suggested that the form of the order should be as follows:—"That it should be declared that upon the true construction of the will of the testator, William Hutchinson, the next of kin therein designated to take the residue of his personal estate on the failure of the trust thereby declared by his will in favour of his daughters and their children must in the events that have happened be ascertained at the date of the death of his surviving daughter, Sarah Hutchinson."

Lords DUNEDIN, ATKINSON and MOULTON read judgments to the like effect.

Lord FINLAY moved that the appeal should be allowed, and that the order of the House should be the one proposed by Lord Cave. The costs of all parties to come out of the estate. The motion was agreed to.—COUNSEL, for the appellant, *C. F. E. Jenkins*, K.C., and *Preston*; for the respondents, *Coldridge*, K.C., and *Shelton*. SOLICITORS, *Rose, Johnson, & Hicks*; *Hawes, Wood, & Ware*.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

MORYOSEPH *v.* MORYOSEPH. Sargant, J. 16th April.

WILL—ABSOLUTE GIFT OF REALTY, FOLLOWED BY SETTLEMENT THEREOF—FAILURE OF TRUSTS OF SETTLEMENT—WHETHER INTESTACY OR NOT.

Although the rule in Lassence *v.* Tierney (1849, 1 *M. & G.* 551), *in terms only applies to personalty, yet, where the circumstances render it as applicable to real as to personal estate, it will be held to apply to realty, because it is unreasonable at this date to introduce a new distinction between the law applicable to real and personal estate in defiance of reasoning equally applicable to either.*

Hancock *v.* Watson (1902, *A. C.* 14) *followed.*

Yarrow *v.* Knightly (1878, 8 *Ch. D.* 736) *applied.*

This was a summons raising the question whether in the events which had happened there was an intestacy as to a share of a freehold property. The testator by his will, dated 23rd July, 1867, devised to his trustees all his real and personal estate not thereafter specifically bequeathed, to hold the same upon the several trusts, intents and purposes thereafter declared, that was to say, as to his freehold houses in Houndsditch he directed his trustees to recover the rents and profits thereof, and to pay the same to his daughter Deborah, and after her death he devised the same to her children living at her death as tenants in common. Then, as to certain Consols, he directed his trustees to receive the dividends thereof, and to pay the same to Deborah during her life, and after her death to divide the same among her children living at her death, and, in the event of her having no child living at her death, he bequeathed the same amongst his own children. After various other dispositions as to the residue of his real and personal estate, the testator gave, devised and bequeathed the estate unto and amongst all and every his sons and daughters named in his will as tenants in common, but directed that the share of Deborah should be settled in accordance with his previous directions as to the legacy to her. The testator left five children him surviving. Deborah married and had one son, who predeceased her. Deborah died in 1919, having survived all her brothers and sisters. It was argued that there was an intestacy as to the fifth share in the freehold house at Houndsditch by reason of the failure of the trusts upon which the share of residue to Deborah was settled.

SARGANT, J., after stating the facts, said: While it is true that the rule laid down in *Lassence* v. *Tierney* (1849, 1 M. & G. 551) is in terms only applied to personalty, the reasoning on which the judgments in that case, and in the case of *Hancock* v. *Watson* (1902, A. C. 14) is founded, is just as applicable to real as to personal estate. The rule is that when property is given absolutely and then settled, the original absolute gift prevails to the extent to which the trusts on which it was settled were not exhaustive, although it has never been clearly laid down that the rule extends to realty. *Yarrow* v. *Knightly* (1878, 8 Ch. D. 736) goes some way in that direction, and it would be unreasonable at this date to introduce a new distinction between the law applicable to real and personal estate, and that in defiance of reasoning equally applicable to realty and personalty. There is, therefore no intestacy as to the one-fifth share of the house given to Deborah Long as part of the residuary estate.—COUNSEL, *Manning*, K.C., and *Dighton Pollock*; *Israel*. SOLICITORS, *Hicks, Arnold, & Bender*, for all parties.

[Reported by LEONARD MAY, Barrister-at-Law.]

WHITE *v.* RILEY AND ANOTHER. Astbury, J. 29th April.

TRADE DISPUTE—THREAT TO STRIKE IF WORKMAN REFUSED TO JOIN ANOTHER UNION—TRADE DISPUTES ACT, 1906 (6 ED. 7, C. 47).

Where there is a dispute between one workman and his fellow-workmen as to which union he shall belong to, that is not a trade dispute within the meaning of the Trade Disputes Act, 1906.

Valentine *v.* Hyde (1919, 2 *Ch.* 129) *applied.*

Illegal acts deprive the doers of the statutory immunity under the Trade Disputes Act, 1906.

Conspiring to deprive a workman of his employment is actionable.

Hodges *v.* Webb (36 *T. L. R.* 211) *distinguished.*

This was an action for an injunction and damages, alleging conspiracy, threats, intimidation and coercion. The facts were as follows:—In 1915 the plaintiff, a skilled machinist, entered the employment of the Seamore Currying Company, and was asked to join the Curriers' Union. He was willing to do so, but found he must first give up his own union. This he refused to do, but remained at work without friction till April, 1919, his wages, &c., conforming to the requirements of the Curriers' Union. About that date the defendant Wood, who was a member of the executive of that union, entered the employment of the company. He thereupon told the plaintiff that the men would refuse to work with him unless he joined their union. In November, 1919, the other defendant, Riley, also asked the defendant to join their union. He again refused. This refusal was reported to the shop, and it was thereupon resolved that he "should" join, and a letter was written by Riley to the company threatening to cease work unless the plaintiff either joined their union or left the employ of the company. This letter was shewn to the plaintiff, who still refused, and was then handed to his employers. The defendant Wood had assured the shop, quite without authority, that the Curriers' Union would support the strike. The employers told the shop that they hoped the matter could be amicably settled, but they could not afford to have their works stopped for one man. Later on the employers were informed that the men would not work with the plaintiff after 6 p.m. on 5th December, and the shop agreed to indemnify them for any breach of contract in respect of his dismissal without notice. The plaintiff was thereupon dismissed, and commenced these proceedings. The defendants contended that they had not done any unlawful acts or lawful acts by unlawful means, and submitted that they were entitled in the circumstances to refuse to work with the plaintiff, and they relied on the Trades Disputes Act, 1906.

ASTBURY, J., after stating the facts, said: The Workers' Union and the Curriers' Union took different views as to whether certain operatives should be classed as skilled, semi-skilled or unskilled men, but, although there was hostility, there is no evidence of any trade dispute on this point. The only dispute between the plaintiff and his fellow-workmen is as to which union he shall belong to. This is not a trade dispute: see *Valentine* v. *Hyde* (*supra*). Again, there is no trade dispute in contemplation with the employers, as the defendants and the shop knew that they could not stand a strike, and that no trade dispute would eventuate, even if there was a trade dispute the defendants' illegal acts deprived them of statutory immunity: see *Valentine* v. *Hyde* (*supra*). They have conspired to injure the plaintiff by obtaining his dismissal, simply because he would not join their union and forsake his own. They have induced, and intentionally procured, a direct breach of contract by his employers. They have done these acts to punish the plaintiff for not subscribing to their union on their own

terms, and not because anyone objected to work with him. Their intimation or threat to the employers on 5th December, 1919, that the men would not work with the plaintiff after 6 p.m. was in no sense a warning for the employers' good, or in respect of a strike that the defendants believed would be carried out in fact, as they well knew that it would be unnecessary. *Hodges* v. *Webb* (*supra*) is distinguishable, as in that case there was no conspiracy, no threat to the employers, and no breach of contract; and, in addition, a trade dispute between the employers and the men was there established. The plaintiff is entitled to an injunction and damages.—COUNSEL, *Fairfax Luxmoore*, K.C., and *Slesser*; *Micklem*, K.C., and *Howard Wright*. SOLICITORS, *Gibson & Weldon*, for *Randle J. Evans*, Wolverhampton; *Stooke-Vaughan, Taylor, & White*.

[Reported by LEONARD MAY, Barrister-at-Law.]

Re **MOUNTGARRET SETTLED ESTATES**. P. O. Lawrence, J. 25th and 26th March.

SETTLED ESTATE—SALE OUT OF COURT—INFANT TENANT-IN-TAIL AND REMAINDERMAN—SETTLED ESTAATES ACT, 1877 (40 & 41 VICT. C. 18), SS. 16, 25 AND 49.

Where there is an infant tenant for life and infant remainderman the Court will, in certain circumstances, make an order under the Settled Estates Act, 1877, for the sale of freehold property out of court where there is no power under the Settled Land Acts.

Re Tonge (1907, *W. N.* 72) *applied*.

This was a petition under the Settled Estates Act, 1877, for leave to sell. The facts were as follows:—Viscount Mountgarret, by his will, gave his residuary real estate in the events that had happened to the use of his trustees, whom he also appointed trustees for the purposes of the Settled Land Acts, during the life of the person who became the sixteenth Viscount Mountgarret, upon certain trusts, with remainder to the Hon. Mrs. Bethell for life, with remainder to Lady Tancred for life, with remainder to Lady Tancred's three children, all infants, and respectively the first, second and third tenants-in-tail in remainder, with sundry remainders over. The trusts during the sixteenth viscount's life were, until he should attain twenty-five, that the trustees should enter and manage and make him an allowance, and accumulate the balance, such accumulations to be capital moneys, under the Settled Land Acts. On his attaining twenty-five, if nothing had happened to deprive him of the equitable life interest next given, then the trustees were to let him into possession and receipt of the rents and profits, until such act should happen, with the usual discretionary trusts on the happening of such act. The testator's widow was appointed his testamentary guardian. The sixteenth viscount had not the powers of the tenant for life under the Acts, nor could the trustees exercise the powers: see *Re Horne* (39 Ch. D. 84), *Re Jemmatt and Guest* (1907, 1 Ch. 629); and the trustees, the sixteenth viscount, and his mother now presented this petition for an order that a certain sale might be authorized, and that the trustees might, until the sixteenth viscount attained twenty-five, exercise the leasing powers of the Act, and that general powers of sale out of court might be given to them for a like period. This petition was served upon the Hon. Mrs. Bethell, Sir Thomas and Lady Tancred and their infant children. No guardians had been appointed of the infants; there was evidence that opportunities of selling part of the realty—namely, the Dewsbury estate—would arise in a short time, and that certain other parts of the estate might be required for housing schemes. Counsel for the petition asked that the appointment of guardians to the infants for the purposes of the Act might be dispensed with, and also the concurrence of all persons subsequent to the estate-tail of the youngest respondent. They contended that section 16 did not preclude the Court from conferring a general power of sale, and referred to *Re Adams* (36 L. T. 877), and *Re Peacock* (15 W. R. 100), also *Re Tonge* (*supra*). Counsel for the respondents asked for some limit to be placed on the exercise of the power of sale.

P. O. LAWRENCE, J., after stating the facts, said: I dispense with the appointment of guardians to the four infants for the purposes of the Act, and with the concurrence of all persons subsequent in interest to the youngest infant respondent, and I give the trustees power of leasing; and, as to the Dewsbury estate, unlimited power to sell out of court, without the approbation of the judge. As to the three other estates, I give general power to sell out of court, but so that, without the approbation of the judge, they shall not sell to a greater aggregate extent in area for all such sales than 50 acres or a greater amount of purchase money than £5,000.—COUNSEL, *Jenkins*, K.C., and *F. E. Farrer*; *Ward Coldridge*, K.C., and *Percy Wheeler*. SOLICITORS, for all parties, *Evans, Barraclough & Co.*

[Reported by LEONARD MAY, Barrister-at-Law.]

High Court—King's Bench Division.

STANTON *v.* **SOUTHWICK**. Div. Court. 29th April.

LANDLORD AND TENANT—DWELLING-HOUSE—IMPLIED STATUTORY COVENANT—"FIT FOR HUMAN HABITATION"—HOUSE INVADED BY RATS—HOUSING, TOWN PLANNING, &C., ACT, 1909 (9 ED. 7, C. 44), SS. 14, 15.

The defendant let a house to the plaintiff at a rental which brought it within sections 14 *and* 15 *of the Housing, Town Planning, &c., Act*, 1909. *By those sections it is provided that a covenant shall be implied that a house so let shall, both at the commencement and during the continuance of the tenancy, be in all respects reasonably fit for human habitation. Rats in considerable numbers came into the house from a sewer which ran under the house in question and adjoining houses, and the case was dealt with on the footing that the home of the rats was in this sewer and not in the house.*

Held, that there had been no breach of the implied covenant in the Act, as the rats came from outside, and there was no evidence that the house was infested with rats in the sense that they formed part of it and bred there.

Appeal from the Sheffield County Court. The defendant let to the plaintiff in August, 1917, a dwelling-house in Sheffield. Part of the house had previously been used as a shop, and the tenant also opened a small shop for the sale of provisions. Soon after he entered he found that the premises were overrun with rats, which ate and destroyed certain goods in the shop and damaged articles of clothing. The plaintiff's wife also became ill from fear of the rats, and had to be medically treated. The house was one to which the Housing, Town Planning, &c., Act, 1909, applied, and the plaintiff brought this action for damages sustained by him, alleging a breach by the defendant of the implied covenant under the Housing of the Working Classes Act, 1890, as extended by the Housing, Town Planning, &c., Act, 1909, that the dwelling-house in question was reasonably fit for human habitation at the commencement of and during the tenancy. By section 14 of the latter Act it is provided that "In any contract made after the passing of this Act for letting for habitation a house or part of a house," to which the Act applies, "there shall be implied a condition that the house is, at the commencement of the holding in all respects fit for human habitation. . . ." By section 15 it is provided that section 14 "shall take effect as if the condition implied by that section included an undertaking that the house shall, during the holding, be kept by the landlord in all respects reasonably fit for human habitation." The county court judge found that the dwelling-house (including the shop and cellar) was not at the time of the commencement of the holding, and for some considerable time after, in all respects fit for human habitation, owing to the continuous presence of rats. He held that there was, therefore, a breach of the implied condition in sections 14 and 15 of the Act of 1909, and gave judgment for the plaintiff. The defendant appealed against this decision.

SALTER, J., said that the plaintiff alleged a breach by the defendant of both the sections 14 and 15 of the Act. The complaint was of the presence of rats from time to time in considerable numbers in the house. The things in the shop, as it had been kept by the previous tenant and the plaintiff, were such as would attract rats, if there were any in the neighbourhood. It was said that the house was "infested" with rats. If this had been proved in the sense in which houses were infested with bugs in the cases such as *Smith* v. *Marrable* (1845, 11 M. & W. 5) and *Campbell* v. *Wenlock* (*Lord*) (1866, 4 F. & F. 716), it might be that that would constitute a breach by the landlord of the implied covenant. In *Jones* v. *Joseph* (1918, 87 L. J. K. B. 510) it was held that for a tenant to leave a house infested with bugs was a breach of a covenant to leave it in as good a condition as he found it. It was not necessary to decide the point, but it might be, that if this house had been infested with rats as the house in that case was with bugs, the decision of the county court judge might be supported. The real question, however, was whether there was evidence upon which the county court judge could find that the house in the present case was infested with rats, so that they formed part of the house and bred there. In his opinion there was no evidence on which this could be held. The rats apparently had their home in the sewer. The case was dealt with on that footing, and they made incursions from the sewer into the house in search of food, and that was how they came to be found in the house. In these circumstances the county court judge was wrong in law in holding that there was a breach of the statutory covenant. In *Carstairs* v. *Taylor* (19 W. R. 723; L. R. 6 Ex. 217) the defendant let to the plaintiff the lower part of a house as a warehouse, the defendant retaining the upper half himself. A rat gnawed a hole in a water cistern in the upper half, and water poured into the warehouse and damaged the plaintiff's goods. Kelly, C.B., said, "It is absurd to suppose a duty on the defendant to exclude the possibility of the entrance of rats from without." The appeal must be allowed.

ROCHE, J., concurred.—COUNSEL, *Giveen* and *Coddington*, for the defendant, the appellant; *Morle*, for the plaintiff, the respondent. SOLICITORS, *Church, Adams, Prior, & Balmer*, for *Jackson & Jackson*, Sheffield; *Ellis, Bickersteth, Aglionby, & Hazel*, for *Claude Barker*, Sheffield.

[Reported by G. H. KNOTT, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

Re **GUNSBOURG**. *Ex parte* **CORK**. No. 1. 30th January; 6th February; 30th March.

BANKRUPTCY—TITLE TO CHATTELS—FRAUDULENT TRANSFER—ACT OF BANKRUPTCY—RECEIVING ORDER—SUBSEQUENT SALE BY TRANSFEREE—BONA FIDE PURCHASER FOR VALUE—CLAIM BY TRUSTEE IN BANKRUPTCY—RELATION BACK TO ACT OF BANKRUPTCY—BANKRUPTCY ACT, 1914 (4 & 5 GEO. 5, C. 59), S. 37.

A debtor assigned certain furniture to a company by an act of bankruptcy, and within three months a petition was filed, and he was

adjudicated bankrupt. After the receiving order the furniture was resold by the company to purchasers who resold ultimately to the A. H. banking company, all subsequent purchasers being bonâ fide *without notice of the bankruptcy. The trustee of the debtor having intervened, and claimed the furniture or its value,*

Held (Younger, L.J., *dissenting*), *that the trustee was entitled under the doctrine of relation back to have all the bankrupt's property vested in him, and that the original transfer having been void, no subsequent purchaser for value even without notice could obtain a good title to the property sold.*

Per Younger, L.J.—*The transfer was not void, only voidable, and the doctrine of relation back ought not to be used to defeat the title of a* bonâ fide *transferee for value without notice.*

Appeal from a decision of Horridge, J. (reported 36 T. L. R. 191), raising an important question as to the title to furniture purchased by a *bonâ fide* purchaser for value without notice from the transferee of a bankrupt where the original transfer was itself an act of bankruptcy. The bankrupt, A. Gunsbourg, who had offices and furniture in them at Effingham House, Norfolk-street, Strand, in September, 1917, transferred them to a company he had registered under the name of A. Gunsbourg & Co. (Limited). On 19th September, 1917, he committed an act of bankruptcy, upon which a receiving order was made on 24th October. In February, 1919, Horridge, J., made an order declaring the transfer of September, 1917, to be an act of bankruptcy. In the meantime, later in 1917, the rooms in Effingham House were taken by the Croydon Aviation Company, and the furniture therein transferred to them. Upon the evidence the learned Judge came to the conclusion that the furniture in the rooms was taken over by that company, but was not in fact sold to them or paid for until after the date of the receiving order. The amount paid at various dates on account of such furniture was £322 1s. On 11th December, 1918, the liquidator of the Croydon Company sold this furniture, and other furniture which they had purchased from Messrs. Maple & Co., to Andria C. Maschonas, and in February, 1919, Mr. Maschonas sold both lots to the Anglo-Hellenic Banking and Commercial Co. (Limited). The latter company then sold some of this furniture to the Dock, Wharf, Riverside, and General Workers' Union, which paid for it with a cheque for £218 12s. This cheque was paid into the London and County, Westminster and Parr's Bank, Fleet-street. The trustee in bankruptcy of Gunsbourg moved for a declaration that the furniture still in possession of the Anglo-Hellenic Bank (which occupied the same premises at Effingham House) and the proceeds of the cheque for £218 12s. formed part of the property of the bankrupt. Horridge, J., held that, as the original transfer to the company was an act of bankruptcy, the trustee's title was established by relation back, and that it vested in him all the property of the bankrupt at the time of the commission of the first act of bankruptcy on 20th September, 1917, and he made the declaration asked for as to such of the furniture in question as had been sold by A. Gunsbourg & Co. (Limited). He ordered an inquiry as to this, and also an inquiry as to what portion of the sum of £218 12s. represented furniture included in the assignment to A. Gunsbourg & Co. (Limited). The respondents to the motion, the Anglo-Hellenic Bank, appealed. *Cur. adv. vult.*

Lord STERNDALE, M.R., after stating the facts, said that the first question was whether the purchase by the Anglo-Hellenic Bank was made in good faith, as to which there were very serious doubts. The learned Judge, however, found that the purchase was *bonâ fide*, and his lordship, not knowing his reasons for forming that conclusion, could not see his way to differ from him. The matter must therefore be considered on the footing of the purchase by the Anglo-Hellenic Company being a *bonâ fide* purchase for value. The important question was whether the purchasers were protected by any principle of law or equity against the claim of the trustee, whose title related back to the first sale to A. Gunsbourg & Co., through whom the title, if any, came to them. There was, however, a preliminary point. On 3rd February, 1919, Horridge, J., made an order declaring the agreement for a sale to A. Gunsbourg & Co. fraudulent and void as against the trustee and an act of bankruptcy under the Bankruptcy Act, 1914, s. 1 (1) (*b*), and ordered A. Gunsbourg & Co. to hand over to the trustee all the property contained in the first agreement, or to pay the value of anything not handed over. After some other proceedings, Horridge, J., on 31st July, 1919, ordered that the registrar should report what the property so to be accounted for consisted of, and what its value was. On 22nd August, 1919, the registrar reported that the value of the property was £808 1s. 6d., and on 24th September, 1919, Greer, J., ordered that A. Gunsbourg & Co. should forthwith pay that sum. It was contended that by obtaining this order the trustee was precluded from taking proceedings against the Anglo-Hellenic Company to recover the furniture in their possession or the proceeds of what they had sold, because he had elected to obtain that order for payment. On this point it would be assumed that the Anglo-Hellenic Company had property of the trustee, and were wrongfully detaining it from him. If that was so, it was clear that he had done nothing to prevent him from suing them in detinue or in trover. The order that he obtained amounted to no more than judgment in detinue or in trover for the value of the goods, and it had not been satisfied. It had been clear law since the case of *Brinsmead* v. *Harrison* (L. R. 7 C. P. 547) that such a judgment, unsatisfied, did not operate to transfer the property to the person against whom judgment was obtained, or to prevent the true owner from suing a third person, who was not the original wrong-doer, for the return of the goods which that third person continued to detain. The decision in *Brinsmead* v. *Harrison* (*supra*) was conclusive against the appellants on that point. The other point was more difficult. *Primâ facie* these goods, being the bankrupt's property, passed to the trustee at the moment of the transfer to Gunsbourg & Co., as that transfer was an act of bankruptcy within three months of the receiving order, and the trustee's title related back to the moment of its taking place. It was argued that though there was a relation back of the trustee's title, that title did not accrue until he obtained an order declaring the transfer to be an act of bankruptcy, and that, notwithstanding the relation back, the trustee's title must be taken to have begun, at any rate, as against a purchaser for value, from that time, and not from the act of bankruptcy. The answer to that contention seemed to be that it was directly opposed to the terms of the Bankruptcy Act, 1914, and to the authorities on the subject, such as *Re Pollitt* (1893, 1 Q. B. 455) and *Re Hurth* (1899, 1 Q. B. 612). The position was that the bankrupt, by a transfer constituting a fraudulent conveyance and an act of bankruptcy, transferred the furniture to Gunsbourg & Co., who took it with knowledge of the nature of the transaction and were therefore not within the protection of section 47 of the Bankruptcy Act, 1914. That company sold it to the Croydon Co., by whom it was sold to the Anglo-Hellenic Co., who again sold some of it to the Dock Workers' Union. These transfers, after the first, must be taken as *bonâ fide*. A receiving order was made within three months of the original transfer, and by reason of it the trustee's title related back to that transfer, but the order of the Court declaring it to be a fraudulent preference was not made until many months afterwards. The trustee's title, however, accrued not by any order declaring the transaction an act of bankruptcy, but, as soon as the receiving order was made, by operation of the statute. If the trustee had sued the person in possession of the bankrupt's property in trover or detinue, he could have succeeded, if he had proved that the transaction was an act of bankruptcy within the period of relation back, though no previous declaration had been obtained from the Court to that effect. The question of the effect of relation back was, in his lordship's opinion, determined by authority. In *Re Pollitt* (*supra*), Lord Esher stated the effect of relation back in the following words:—"The result of the relation back is, that all subsequent dealings with the debtor's property must be treated as if the bankruptcy had taken place at the moment when the act of bankruptcy was committed. The debtor must be considered as having become a bankrupt the moment the deed was executed." If this was correct, the position was the same as if the bankrupt had been in possession of goods belonging to another person to which he had no title, and had sold them to the original transferee who had then resold them. In such a case neither the original nor any subsequent transferee would take any title at all, and the true owner could recover the goods from anyone in whose possession he found them. His lordship knew of no doctrine of law or equity which would relieve any of the transferees. It was argued, however, that this statement of Lord Esher must be confined to avoiding dealings with his property by the bankrupt himself, after the date of relation back. This was based on the argument that the original transfer was not void, but only voidable, and that therefore any *bonâ fide* purchaser from the original transferee was protected, and that clearly the transfer was not void at the moment when it was made, for possibly no circumstances would ever arise in which a trustee's title would accrue, or in which the bankruptcy law would apply. Assuming that "voidable" was the correct expression to describe such a transaction, it became necessary to ascertain the effect of the avoidance caused by the making of the receiving order; that seemed quite different from the effect of avoidance in the ordinary case of a voidable transfer, where no principles of bankruptcy law applied. In the latter case the title of the person avoiding the transaction arose only from the time when he elected to avoid, and therefore intervening *bonâ fide* transactions were protected, because the transferor, up to the avoidance, had, and could confer, a good title. In the present case, as soon as the receiving order was made, the

trustee at once got a title relating back to the earliest act of bankruptcy within three months of the receiving order, whether it was or was not the one upon which the receiving order was made, and his position and rights were entirely different from those of an ordinary person electing to avoid a voidable transaction. The point was really decided by Lord Lindley in *Re Hirth* (*supra*, at p. 621). Having referred to the equivalent sections in the Bankruptcy Act, 1883, Lord Lindley there said :—" It is impossible to say that because a deed, or a sale, or a conveyance is by that section made an act of bankruptcy, it is then and there void and of no effect. That is obvious, because although a man may commit an act of bankruptcy, he may never be adjudicated a bankrupt upon it; and, of course, if he is not, all this discussion as to acts of bankruptcy and as to void and voidable is beside the mark. . . . We have, therefore, to consider what is the position of a trustee who finds that there has been a fraudulent conveyance, which is an act of bankruptcy, and who elects to impeach the transaction and demands back the property from the person in whose possession it is. What is the answer to that? It appears to me that there is absolutely no answer at all except this : That there are certain provisions in the Bankruptcy Act which relate to what are called protected transactions; and, of course, if the transaction is protected by those provisions then the trustee cannot enforce that claim." Lord Lindley had recognized that the transfer by the bankrupt was not void at once, because no receiving order might be made; but he stated clearly that no security could be obtained upon the bankrupt's property by any transaction after the date to which the trustee's title related back. In his lordship's view he was bound by authority as well as by the Bankruptcy Act, 1914, to hold that the effect of the relation back of the trustee's title was to put the transferor and the transferees and sub-transferees in the same position as if the bankrupt had transferred to them goods of another person to which he had no title, absolute or voidable. This might be a great hardship upon an innocent transferee, but the hardship would be just as great in a case where he had bought goods to which his vendor had no title, and which might even have been stolen; and yet he could not in that case obtain relief. The arguments for the appellants ignored the fact that the doctrine of relation back put the trustee in an entirely different position from that of an ordinary person avoiding a transfer, and from a trustee avoiding a transfer which was not an available act of bankruptcy, and to which his title did not relate back. *Re Hart* (1912, 3 K. B. 6) was a case of the last class, and there no question of relation back to the original transfer arose. It was no doubt an anomaly that *bonâ fide* transferees from the bankrupt were protected by the Bankruptcy Act, 1914, and not *bonâ fide* transferees from a transferee, but in the view which his lordship took of the effect of relation back he thought that a transferee in the position of the appellants was not protected in the absence of some protective statutory provision. In *Re Slobodinsky* (1905, 2 K. B. 517) Wright, J., referred to certain cases as justifying the Courts in giving protection on equitable grounds to persons in the position of the appellants. *Wilkes* v. *Bodington* (2 Vernon, 599) seemed the only one that could have any bearing on the matter, and that did not seem to support the suggestion. It was not necessary to consider whether, if this transaction had been held fraudulent under the Statute of Elizabeth, the appellants would have been protected, because it had in fact been held bad as a fraudulent conveyance. In his lordship's view the judgment of Horridge, J., was right, though he attached too much importance to the original transfer being an act of bankruptcy, while in his lordship's opinion the case depended not only upon that point, but upon the point whether it was within the period to which the trustee's title related back, whether the transfer was itself an act of bankruptcy or not. If it was within that period, the property transferred must, in his lordship's opinion, be treated as property to which the bankrupt had, and could confer, no title upon anyone, and therefore transferees from his transferee could not obtain any title. The appeal therefore failed, and must be dismissed with costs.

WARRINGTON, L.J., delivered judgment to the same effect.

YOUNGER, L.J., dissented, in a lengthy judgment, in the course of which he said that there would have been no doubt that the appellants would have been protected if the transfer had been declared " fraudulent " under the Act of Elizabeth, or void as a fraudulent preference or as a voluntary settlement, on equitable grounds—*Re Hart* (1912, 3 K. B. 6)—and even if the appellants had entered with good faith into that very transaction with the bankrupt himself, they would have been protected under section 45 of the Act, although the transaction would have remained an act of bankruptcy : *Sheurs* v. *Goddard* (1896, 1 Q. B. 406). Indeed, if the order of the learned Judge was to stand, so anomalous would be the predicament of *bonâ fide* purchasers that it provoked the suggestion that this must be a *casus omissus* from the Act, and in his (his lordship's) opinion that suggestion was none too strong. But he could find no *casus omissus*, because, but only because, he thought that the appellants' title was unimpeachable. His lordship then dealt with the ground of the decision of Horridge, J., and proceeded : The first ground of that judgment, he thought, was based on certain *dicta* in *Re Vansittart* (1893, 2 Q. B. 377, at p. 380) and *Re Brull* (1893, 2 Q. B. 381, at p. 385). One was tempted at the outset to be sceptical as to the soundness of the reasoning which involved consequences so exceptional and so unfortunate, and the history of the fraudulent preference section of the Act confirmed one's initial scepticism. Fraudulent preference did not become an act of bankruptcy until the Act of 1883. It would appear more probable that the protective clause was inserted in the fraudulent preference section to make it clear that the protection which was extended to *bonâ fide* purchasers was not withheld even in relation to a transaction deemed to be fraudulent and void as against the trustee, which, from its very nature he could never affirm. He (his lordship) thought that there was no warrant to be found in the Act for the learned Judge's view that a fraudulent assignment was necessarily void because it was an act of bankruptcy. Such an assignment was invariably voidable, not void, and the authorities on the subject, when properly understood, shewed that such fraudulent assignments were also under the Bankruptcy Act, 1914, voidable only. Where the defence of being a purchaser for value without notice was set up, it was complete without any reference to the legal estate, and it was applicable to every kind of property, movable and immovable, real and personal. Such a defence in such a case in a court of equity was so overwhelming, when established, that it could be maintained without any assistance from any other branch of the law. He (his lordship) confessed that it was with some satisfaction that he had arrived at the conclusion that the title of persons in the position of the present appellants could be protected by the application of thoroughly well understood principles. Here, he thought, the *bonâ fide* purchaser could only be defeated by reading into the statute by implication provisions which were not there. That the Court would not do unless for some good reason it was obliged to do.—COUNSEL, *Tindale Davis; A. S. Comyns Carr.* SOLICITORS, *Westbury, Preston & Stavridi.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

New Orders, &c.

Proposed New Supreme Court Rules.

Lord Chancellor's Office,
House of Lords, S.W. 1,
13th March, 1920.

Notice is hereby given, under the Rules Publication Act, 1893, that the Rule Committee of the Supreme Court proposes to make the following Rules :—

RULES OF THE SUPREME COURT.

1. The following words shall be inserted in Order XXII., Rule 17, after the words " War Loan, Four and a Half per cent. Inscribed Stock, 1925-1945," that is to say :

" and any other security issued under the authority of Parliament and charged upon the consolidated fund."

2. The following Rule shall be inserted in Order 53A immediately after Rule 3, that is to say :—

3A. (*a*) The originating summons for the extension of any Letters Patent under Section 7 of the Patents and Designs Act, 1919 (hereinafter called the Amending Act), shall be entitled in the matter of the Amending Act and in the Matter of the Letters Patent in question and shall be served on the Comptroller and shall so long as the Court is a Judge of the Chancery Division be marked with the name of that Judge.

(*b*) At least 7 days before the day on which the originating summons is returnable the applicant shall file and serve on the Comptroller an affidavit stating all material facts on which the applicant relies. Such affidavit shall in particular state facts sufficient to shew the district or districts wherein advertisements of the intended hearing of the summons should appear.

(*c*) On the return of the summons or on any adjournment thereof caused by the insufficiency of the applicant's evidence to comply with the requirements aforesaid or otherwise directions shall be given for public advertisement of the application which shall include unless the Judge in Chambers shall otherwise specially direct at least one advertisement in the London Gazette and one advertisement either in some London daily newspaper if the applicant's principal place of business in the United Kingdom is situated within 15

miles of Charing Cross, or if such principal place of business in the United Kingdom is outside that distance then in some local newspaper published or circulating in the town or district in which such place of business is situated. And thereupon the Summons shall be adjourned to a day (hereinafter called the appointed day) not being less than 4 weeks from the estimated date of the forthcoming appearance of the advertisement in the London Gazette.

(*d*) The form of advertisement shall be approved by the Judge in Chambers and shall state the object of the application and name the day fixed as the appointed day. Every such advertisement shall also state an address for service on the applicant of any document requiring service under this rule and shall also give notice that Notices of Objection must be lodged as hereinafter provided at least 7 days before the appointed day. A copy of such advertisement shall be served by the applicant on the Solicitor to the Board of Trade at the same time that the advertisement is sent to the London Gazette and the Board of Trade shall thereupon cause such advertisement to be inserted in the two following issues of the Illustrated Official Journal (Patents).

(*e*) Except with the leave of the Judge in Chambers no affidavit shall be filed by the applicant between the appearance of his advertisement in the London Gazette as aforesaid and the appointed day other than an affidavit or affidavits to prove compliance with the directions given as to advertisement.

(*f*) Any person desirous of opposing the relief sought by the originating summons shall at least 7 days before the appointed day lodge at the chambers of the Judge a notice stating that he intends so to oppose and giving an address within the United Kingdom for service of any document requiring service under this rule. Such person shall at the same time serve upon the applicant a copy of such notice. After lodgment of such notice the opponent shall be entitled to be supplied on the usual terms with copies of the originating summons and of any affidavit filed by the applicant in support.

(*g*) Upon the appointed day and on any adjournment directions shall be given for the delivery by any opponent of particulars of objection and for the filing of any affidavits and the matter shall in general proceed and be heard and dealt with in the like manner as an originating summons in the Chancery Division in which the applicant is Plaintiff and the Comptroller and any opponents are Defendants.

(*h*) The Court may excuse applicants and opponents from compliance with any of the requirements of these rules and may give such directions in matters of procedure and practice under Section 7 of the Amending Act as it shall consider to be just and expedient.

(*i*) The Comptroller if he elects or is directed to appear upon the question of the relief sought by any originating summons under Section 7 of the Amending Act shall not be required to give notice of the grounds of any objection he may think fit to take or of any evidence he may think fit to place before the Court.

(*j*) The Court may in cases where opposition has been entered to the relief sought by the originating summons under Section 7 of the Amending Act give costs to or against the opponents.

(*k*) In the event of the Court refusing the relief sought by the originating summons the Court shall not except under special circumstances give more than one set of costs amongst all the opponents.

(*l*) The Comptroller and the Board of Trade shall not be entitled to any costs on or in relation to their appearance opposition or intervention in the matter of any such originating summons as aforesaid.

(*m*) Service of any document requiring service under this rule may be made by enclosing such document in a prepaid registered letter and posting such letter to the person required to be served at his address for service.

(*n*) In the event of any person desiring to obtain relief under Section 7 of the Amending Act together with relief under Section 18 of the Act it shall not be necessary for him to take out a separate originating summons but he shall be at liberty to make a combined application by a Petition headed in the Matter of both Acts. And in that event his application shall conform to and be regulated by the more elaborate procedure prescribed by Rule 3 of this Order and not by the procedure presented by the foregoing sub-heads of this Rule.

3. These Rules may be cited as the "Rules of the Supreme Court (No. 2), 1920."

Copies of the above draft Rules may be obtained from the Lord Chancellor's Office, House of Lords, S.W. 1.

Treasury Order.

THE ACQUISITION OF LAND (ASSESSMENT OF COMPENSATION) FEES (No. 2) RULES, 1920, DATED 5TH MAY, 1920, MADE BY THE TREASURY UNDER SECTION 3 (6) OF THE ACQUISITION OF LAND (ASSESSMENT OF COMPENSATION) ACT, 1919.

In pursuance of sub-section (6) of section 3 of the Acquisition of Land (Assessment of Compensation) Act, 1919, the Lords Commissioners of His Majesty's Treasury hereby make the following rule :—

1. (i.) These rules may be cited as the Acquisition of Land (Assessment of Compensation) Fees (No. 2) Rules, 1920.

(ii.) In these rules, the expression "original rules" means the Acquisition of Land (Assessment of Compensation) Fees Rules, 1920.

(iii.) In these rules, the expression "the Act" means the Acquisition of Land (Assessment of Compensation) Act, 1919.

2. Where the award of an official arbitrator under the Act is an award in terms of rent or other annual payment, the folldwing scales of fees marked A and B shall be substituted for the scales set forth in Rule 3 (1) and Rule 3 (2) respectively of the original rules :—

Amount awarded.	Amount of fee.
A.	
Not exceeding £10 per annum.	£5 5s.
Exceeding £10 per annum but not exceeding £25 per annum.	£5 5s. with an addition of £1 1s. in respect of every £2 10s. or part of £2 10s. by which the rent, &c., awarded exceeds £10 per annum.
Exceeding £25 per annum but not exceeding £50 per annum.	£11 11s. with an addition of £1 1s. in respect of every £5 or part of £5 by which the rent, &c., awarded exceeds £25 per annum.
Exceeding £50 per annum.	£16 16s. with an addition of £1 1s. in respect of every £10 or part of £10 by which the rent, &c., awarded exceeds £50, but not exceeding in any case £105.
B.	
Not exceeding £25 per annum.	£5 5s.
Exceeding £25 per annum and not exceeding £250 per annum.	£10 10s.
Exceeding £250 per annum and not exceeding £1,000 per annum.	£21.
Exceeding £1,000 per annum.	£42.

Dated 5th May, 1920.

JAMES PARKER,
J. TOWYN JONES,
Two of the Lords Commissioners of His Majesty's Treasury.

Board of Trade Orders.

THE COAL (REVOCATION OF RESTRICTIONS) ORDER AND DIRECTION, 1920.

1 On and after the 12th day of May, 1920, the following Orders, Directions and Prescriptions shall cease to have effect, that is to say :—

(1) The Coal (Pit's Mouth) Prices Order and Direction, 1919, dated the 28th November, 1919, and all other Coal (Pit's Mouth) Prices Orders of earlier date made by the Board of Trade,

(2) The Wholesale Coal Prices Order, 1919, dated the 28th November, 1919, made by the Board of Trade, and

(3) The Prescriptions dated respectively the 30th and 31st December, 1919, and made by the Controller of Coal Mines under the Coal (Pit's Mouth) Prices Order and Direction, 1919, aforesaid,

Provided that nothing in this Order and Direction shall affect any matter or thing done or suffered, proceeding taken or penalty or obligation incurred under such Orders, Directions, or Prescriptions, or any of them, before the date when they cease to have effect.

2. Nothing in this Order shall affect the provisions of the Wholesale Coal Prices Order, 1917.

3. This Order may be cited as the Coal (Revocation of Restrictions) Order and Direction, 1920.

10th May. [*Gazette*, 11th May.

THE COAL (PIT'S MOUTH) PRICES ORDER, 1920.

Whereas the Board of Trade are satisfied that special circumstances affect all coal mines in Great Britain, now therefore, in exercise of the power conferred on them by section 1, sub-section (2) of the said Act, the Board of Trade hereby order as follows:—

1. On and after the 12th day of May, 1920, for the standard amount of 4s. fixed by section 1, sub-section (2), of the said Act, there shall be substituted in the case of mines in the South Wales, Monmouthshire and the Forest of Dean districts, and in South Staffordshire and East Worcestershire south of a line drawn from Bushbury Station, on the London and North-Western Railway, to Streetly Station on the Midland Railway, and in so much of the area in South Staffordshire and East Worcestershire north of this line as is comprised in the Wolverhampton Union for Poor Law purposes, or the east division of Wolverhampton for Parliamentary purposes, a standard amount of twenty-three shillings and twopence, and in the case of mines situated elsewhere a standard amount of twenty shillings and eightpence.

2. This Order shall take effect in substitution for all Orders heretofore made by the Board of Trade under the provisions of section 1, sub-section (2), of the said Act.

3. This Order may be cited as the Coal (Pit's Mouth) Prices Order, 1920.

10th May. *Gazette*, 11th May.

THE COAL (BUNKERING AND EXPORT) PRICES ORDER AND DIRECTION, 1920.

In exercise of the powers conferred upon them by Regulations 2*r*, 2*s*, and 2*ss* of the Defence of the Realm Regulations, the Board of Trade hereby order and direct as follows:—

1. The fixed prices, specified in the Schedule appended to the Directions of the Board of Trade as to the sale of coal for bunkering certain ships at ports in the United Kingdom, dated the 27th November, 1919, which were increased by 9d. per ton as from the 15th January, 1920, by the Directions of the Board of Trade as to such sales dated the 10th January, 1920, are hereby increased by a further four shillings and twopence per ton.

2. The increase ordered in the preceding paragraph shall be payable in respect of all coal despatched from a colliery on or after the 12th day of May, 1920, for bunkering the classes of vessels specified in paragraph 1 of the said Directions dated the 27th November, 1919.

3. All contracts for the sale of coal for bunkering the said classes of vessels in force at the date when this Order and Direction comes into effect are hereby modified so that the price of coal or of any instalment despatched from a colliery on or after such date shall be increased as hereby ordered, and the price to be paid by any person to whom the coal is delivered in pursuance of any subsidiary contract shall be increased by an equivalent amount and, subject as aforesaid, all such contracts shall remain in force.

4. Paragraph (1) of the Directions of the Board of Trade as to the Sale of Coal, Cokeoven Coke, and Patent Fuel, dated the 28th May, 1919, is hereby revoked and cancelled.

5. Subject as aforesaid the said Directions dated respectively the 28th May, 1919, the 27th November, 1919, and the 10th January, 1920, shall have effect as if they were incorporated in this Order.

6. This Order and Direction shall come into force on the 12th day of May, 1920, and may be cited as the Coal (Bunkering and Export) Prices Order and Direction, 1920.

10th May. *Gazette*, 11th May.

Ministry of Health Order.

THE LOCAL AUTHORITIES (NATIONAL KITCHENS) ORDER, 1920.

Whereas by the Local Authorities (Food Control) Orders (No. 2), (No. 3) and (No. 4), 1918 [S.R. & O., 1918, No. 388, 1013 and 1137], made in pursuance of Regulation numbered 2*s* of the Defence of the Realm Regulations, the Local Government Board conferred and imposed upon the Local Authorities to whom the Orders applied, and upon such of their officers as they might designate or appoint for the purpose, the powers and duties necessary to provide for the due discharge within their District of the functions assigned to those Local Authorities by the National Kitchens Order, 1918 [S.R. & O., 1918, No. 223], as amended by an Order made by the Food Controller, and dated the 16th day of July, 1918 [S.R. & O., 1918, No. 881];

Now, therefore, the Minister of Health, in pursuance of his powers in that behalf and by arrangement with the Food Controller, hereby Orders as follows:—

1. The establishment under the National Kitchens Order, 1918, of a national kitchen, or of a distributing depôt, shall be a purpose for which the Council of a metropolitan borough may borrow under section 183 of the Metropolis Management Act, 1855 [18 & 19 V. c. 120], with the consent of the Minister of Health, and the consent of any other authority to the loan shall not be required.

2. Moneys borrowed under the Local Authorities (Food Control) Order (No. 2), 1918, and the Local Authorities (Food Control) Order (No. 4), 1918, by the Council of a Municipal Borough, or other Urban District, or by the Council of a Rural District, shall not be reckoned as part of the total debt of the Local Authority for the purposes of the limitation on borrowing under sub-sections (2) and (3) of section 234 of the Public Health Act, 1875 [38 & 9 V. c. 55].

3. This Order may be cited as "The Local Authorities (National Kitchens) Order, 1920."

1st May.

Ministry of Food Orders.

THE MEAT RETAIL PRICES (ENGLAND AND WALES) ORDER, No. 2, 1918,

AND THE

MEAT RETAIL PRICES (SCOTLAND) ORDER, 1918.

Revocation of General Licences.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby revokes, as on the 17th April, 1920, the General Licences, dated the 11th May, 1918, and 18th July, 1918 [S.R. & O., Nos. 523 and 921 of 1918], issued under the Meat Retail Prices (England and Wales) Order, No. 2, 1918, and the General Licences, dated the 13th November, 1918, and the 19th March, 1919 [S.R. & O., Nos. 1468 of 1918 and 315 of 1919], issued under the Meat Retail Prices (Scotland) Order, 1918.

17th April.

THE MEAT RETAIL PRICES (ENGLAND AND WALES) ORDER, No. 2, 1918.

THE MEAT RETAIL PRICES (SCOTLAND) ORDER, 1918.

Notice of Revocation.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that as on the 26th April, 1920, the Meat Retail Prices (England and Wales) Order, No. 2, 1918, and the Meat Retail Prices (Scotland) Order, 1918 [S.R. & O., No. 372 of 1918 and No. 412 of 1920; No. 862 of 1918 and No. 412 of 1920], are hereby revoked so far as those Orders relate to imported mutton, but without prejudice to any proceedings in respect of any contravention thereof.

22nd April.

The following Food Orders have also been issued:—

The Bacon, Ham and Lard (Sales) Order, 1920. 1st April, 1920.

The Meat (Maximum Prices) Order, 1917. Notice. 17th April.

Societies.

Incorporated Law Society of Liverpool.

"THE PRITT FUND."

The Committee of Management of the above fund are prepared to receive applications for grants from such persons (specified below) as are, or shall be, in necessitous circumstances, viz.:—

(A) Solicitors, proctors, and notaries who are practising, or have practised, within a radius of twenty miles from the Liverpool Town Hall, and persons who are, or have been, articled clerks of such solicitors, proctors, or notaries, and are resident within that area.

(B) Wives, widows, and children and other dependents of any such persons above mentioned.

Preference shall be given to such applicants as satisfy the Committee that they have served, or that the solicitors, proctors, notaries, or articled clerks in respect of whom they claim have served in the Naval, Military, or Air Forces of the Crown during the recent Great War, or have been imprisoned or interned as civilians in an enemy or neutral country by reason of such war, and that their necessitous circumstances are wholly or in part a consequence of such service or internment.

Applications, giving full particulars, should be addressed to: The Secretary, "The Pritt Fund," c.o. Incorporated Law Society of Liverpool, 10, Cook-street, Liverpool.—

By order of the Committee.

J. GRAHAM KENION, Hon. Secretary.

10, Cook-street, Liverpool, May, 1920.

The Prohibition Amendment in the United States.

The following is the text of the certificate of the adoption of the Eighteenth Amendment to the Constitution of the United States:—

Jan. 28, 1919.

Amendment to the Constitution, 1919.

FRANK L. POLK,
Acting Secretary of State of the United States of America.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That the Congress of the United States, at the second session, sixty-fifth Congress, began at Washington on the third day of December, in the year one thousand nine hundred and seventeen, passed a Resolution in the words and figures following, to wit:—

JOINT RESOLUTION,

Proposing an Amendment to the Constitution of the United States.

RESOLVED BY THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA IN CONGRESS ASSEMBLED (TWO-THIRDS OF EACH HOUSE CONCURRING THEREIN). That the following amendment to the Constitution be, and hereby is, proposed to the States, to become vested as a part of the Constitution when ratified by the Legislatures of the several States, as provided by the Constitution:

Article. —

Section 1.—*Prohibition of intoxicating liquors for beverage purposes.*—After one year from the ratification of this Article the manufacture, sale or transportation of intoxicating liquor within, the importation thereof into, or the exportation thereof from, the United States, and all territory subject to the jurisdiction thereof for beverage purposes is hereby prohibited.

Sec. 2.—*Enforcement.*—The Congress and the several States shall have concurrent power to enforce this Article by appropriate legislation.

Sec. 3.—*Ratification in the seven years required.*—This Article shall be inoperative unless it shall have been ratified as an amendment to the Constitution by the legislatures of the several States, as provided in the Constitution, within seven years from the date of the submission hereof to the States by the Congress.

And, further, that it appears from official documents on file in this Department that the Amendment to the Constitution of the United States proposed as aforesaid has been ratified by the Legislatures of the States of Alabama, Arizona, California, Colorado, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississipi, Montana, Nebraska, New Hampshire, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Dakota, South Carolina, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

And, further, that the States whose Legislatures have so ratified the said proposed Amendment constitute three-fourths of the whole number of States of the United States.

Now, therefore, be it known that I, Frank L. Polk, Acting Secretary of State of the United States, by virtue and in pursuance of Section 205 of the Revised Statutes of the United States, do hereby certify that the Amendment aforesaid has become valid, to all intents and purposes, as a part of the Constitution of the United States.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of the Department of State to be affixed.

Done at the City of Washington, this 29th day of January, in the year of our Lord one thousand nine hundred and thirteen.

FRANK L. POLK,
[Seal.] *Acting Secretary of State.*

Rent Problems.

Mr. Sydney A. Smith read a paper on Monday night to the members of the Surveyors' Institution on "Rent Problems." He said, says the *Times*, that in London building activity reached its culmination during the first few years of the present century. There then followed a decline, which began to grow serious in 1908, and the cessation of building during the war had eaten up the whole of the margin which every community required for its ordinary corporate development.

The law of supply and demand would consequently have caused rents to rise very considerably had it not been for the Rent Restriction Acts. These Acts had placed a big financial strain on the owners of houses, who as a result had sold whenever houses became vacant. As regarded the tenants, most of them had at least doubled their rates of pay, and many workers possessed incomes so improved that they were occupying accommodation beyond their needs.

Mr. Smith considered that a system of "stiffening-up" rents each year, coupled with the recovery of increased rates, would have an unsettled effect on industry, owing to the impetus these increases would give to movements for wage increases to overtake the increased cost of living. Additional rent due to extra building cost was palatable to no one, and in particular was resented by the working classes, who failed to realise that the extra charge was brought about primarily by extra wages paid to their fellow-workers.

He thought that rents would go on increasing. No doubt, in the solution of the problem, many factors would operate; houses would be built more cheaply, either by new designs or inventions, or by reducing the present quality; tenants would be content with less accommodation than at present, and wages, or at any rate the capacity to pay of the tenants, might be increased. One point the public was learning to-day that for many years property owners had not always received a fair return on their investments.

The annual dinner of the Surveyors' Institution was held on Tuesday night at the Connaught Rooms, Mr. Andrew Young (president) in the chair. There were also present:—

Lord Reading, Lord Peel, Lord Bledisloe, Mr. Leslie Scott, M.P., Sir Tudor Walters, M.P., Mr. J. W. Gilbert (chairman, London County Council), Lieutenant-Colonel G. L. Courthope, M.P., Sir John Oakley, Mr. J. W. Simpson, P.R.I.B.A., Mr. E. J. Sadgrove (president, Society of Architects), Mr. W. Waite Sanderson (president, Auctioneers' and Estate Agents' Institute), and Mr. H. E. Stilgoe (President, Institute of Municipal and County Engineers).

The Lord Chief Justice, in proposing "The Surveyors' Institution," said that it often struck him, when sitting in the serene seclusion of the position he occupied, how dependent they were on the opinion of surveyors. They could do nothing without the assistance of the expert.

Labour and Lawyers.

The Legal Machinery of the Future.

The following article is reprinted from the *Midland Tribune* of 19th April:—

The outstanding brilliant success of Mr. Bevin, the "Dockers' K.C."—an ex-tramway man—as an amateur advocate has shown clearly there is no special magic in a "call" to the Bar, and that, given opportunity, there are men without training who are well able to plead naturally and eloquently any cause they understand or have at heart.

With the experience of Mr. Bevin before us, it is not without interest to ask what is likely to be the attitude of Labour towards lawyers as professional men when Labour in turn shall try truly to govern.

Will it be sympathetic or antagonistic? It will not, it is suggested, be entirely sympathetic nor entirely antagonistic. Labour will recognise wisely the national need of lawyers and the justice and wisdom of their adequate remuneration; but it will proceed towards legal reform regardless of lawyers' leanings and their affection for the cumbrous system

they instituted and have allowed to persist whenever access to the courts is desired.

AN END TO CIRCUMLOCUTION.

A difficulty in the way of a Labour Cabinet has been said to exist in Labour's inability to supply a Lord Chancellor, but this is probably a difficulty having place in the minds of lawyers alone, for when Labour governs, the Cabinet will not be trammelled by traditions and precedent, nor controlled, as it is now largely, by lawyers.

In all probability the Lord Chancellor will be displaced and superseded by a Minister of Justice, as many men consider desirable. This Minister may not be a lawyer, and he may even be a business man. The first and foremost aim of Labour Minister of Justice surely will be to make all courts accessible to all men.

Our judiciary and the quality of our justice cannot be improved by any political party, but the cost of trial in the High Court is far too high. This is due not only to the professional device of duplication of the profession into solicitors and barristers, such as exists in the United Kingdom but has no counterpart elsewhere, but also to the centralisation of the courts in the Strand.

The artificial division of the legal profession into two branches doubles and frequently trebles the cost of High Court legislation, for two men in all cases have to be paid to do and are encouraged officially to perform work which one man, in the vast majority of cases, might do alone.

The centralisation of the courts involves an immense burden for litigants in the shape of heavy payments for themselves and their witnesses, which could be saved largely if all justice were administered locally.

The only true remedy for this state of things is the unification or fusion of the two branches of the legal profession, as in the Colonies, and the decentralisation and business reorganisation or rearrangement of the courts.

THE CREMATORIUM OF THE LAW.

To both of these proposals the nominal heads of the profession are naturally opposed, and many other lawyers, too, are wedded too closely to the things that are to be able to consider patiently the better things that might be.

Various official tinkerings with the creaking litigious machinery have been carried out from time to time, but none have been drastic, and most have been too tender in regard for precedent. They are now, however, in the ranks of the profession happier indications of fuller realisation that the legal mansion must be set in real order, and that reasonable reforms must come from within or be enforced from without.

An agitation for a Minister of Justice gains in weight, and a Bill for the fusion of the two branches of the legal profession has been prepared by an earnest and responsible committee of lawyers.

Efforts are being made already, and will continue to be made, no doubt, to stifle these promising reforms at birth and to put them into the crematorium of the law.

If these obstructive attempts meet with any success, it will only be temporary, for seeds of thought will be left behind and will not be detroyed entirely. Some will take root and germinate, but it may be left to the future Labour Ministry to water these seeds and give them that nurture which alone will bring full fruition. What, then, will Labour do?

Legal News.

Appointment.

Mr. MORGAN PHILLIPS GRIFFITH-JONES has been appointed to be stipendiary magistrate of Middlesbrough, in the place of Mr. T. W. FRY, who has been appointed a metropolitan police magistrate.

Changes in Partnerships.

Dissolutions.

SIDNEY JOHN ENNION and EDGAR ROWLAND ENNION, Solicitors (D'Albani and Ennions), Newmarket. July 1. From that date the said Arthur James d'Albani has retired from practice and the said business has been and is being carried on by the said Sidney John Ennion and Edgar Rowland Ennion, in partnership alone, under the style of d'Albani and Ennions.

HENRY EDWARD MORICE, JULIAN STRODE, and EDMUND STRODE, Solicitors (Morice, Strode and Son), 8, Sergeant's-inn, Fleet-street. May 1. In future such business will be carried on by the said Julian Strode.

ARTHUR WILLIAM STANTON and ARTHUR GLENTON HUDSON, Solicitors (Stanton and Hudson), 108A, Cannon-street, London. April 10. [*Gazette*, May 7.

EDWARD PALMER LANDON, FRANK LANDON, HARCOURT PALMER LANDON, FRANCIS MURRAY, and MAURICE WOODMAN EMLEY, Solicitors (E. F. and H. Landon), 53, New Broad-street, London, and at Brentwood, Essex. March 31. So far as regards the said Francis Murray, who retires from the firm. The said Edward Palmer Landon, Frank Landon, Harcourt Palmer Landon, and Maurice Woodman Emley will continue the said business under the present style or firm of E. F. and H. Landon. [*Gazette*, May 11.

General.

The "London Gazette" of the 7th inst., contains an Order in Council dated 26th April amending the Representation of the People Order, and substituting new Schedule for Schedules X. to XIII. (Registration Dates for Autumn Register, 1920, &c.).

Judge Cluer, at Whitechapel County Court, on Wednesday, said he was looking forward to the time when a penalty would be imposed on people who did not give receipts. "Hardly anyone in this district gives a proper receipt," he added, "as they are desirous of saving the penny stamp. Every time an improper receipt is handed to me it is sent to Somerset House and a penalty of £10 has to be paid. In order to save a penny people run the risk of forfeiting £9 19s. 11d."

The *Times* correspondent at New York, in a message dated 6th May, says: A trial at Newark (New Jersey) which has excited national attention ended last night in a verdict of guilty of manslaughter against Andrew Walker, a Christian Scientist, for failing to provide proper medical treatment for his eight-year-old daughter, Dorothy, who died of diphtheria. Mrs. Walker was acquitted on the ground that she was not the head of the household. The Court was crowded with Christian Scientists, who will assist Walker financially in appealing against the decision.

In the House of Commons, on Wednesday, Mr. Bonar Law, replying to Mr. G. Barnes, said: The instruments defining the terms of the mandates recently entrusted to certain Allied Governments are not yet complete, so that I can at present give no information as to what particular conditions are embodied therein, or as to the date upon which they will be submitted to the Council of the League of Nations. Mr. Barnes asked if advice or instruction would be given to our delegates. Mr. Bonar Law: They cannot go before the League of Nations until the mandates have been settled.

In a written reply to Mr. Stephen Walsh, who pointed out that the maximum amount of compensation payable to the widows and dependants of workpeople killed by industrial accident had remained at £300 for twenty-two years, and proposed early legislation to increase the amount substantially so as to mitigate the hardship caused by the serious fall in the purchasing power of money. The Home Secretary states that any amending legislation must await the report of the Departmental Committee which has been inquiring into the working of the Workmen's Compensation Acts. The Committee hope to report at an early date, and as soon as their report is received the question of introducing a Bill will be considered.

Before Mr. Justice Lawrence, at the Central Criminal Court, on Wednesday, says the *Times*, William Ashley Harrower Johnston, 48, solicitor, was sentenced to five months' imprisonment with hard labour on a charge of forging an order to the Registrar of the County Court at Greenwich for £6 12s. Mr. Percival Clarke, for the prosecution, said that the accused acted for a client who brought an action in the Greenwich County Court, and in whose favour judgment was given for £5 and £1 12s. costs. The money was paid into court. Later the accused attended at the County Court with an order purporting to bear his client's signature, and received the £6 12s. Some correspondence took place, and the accused repaid the money. The officials of the County Court thought the matter should be brought to the attention of the Public Prosecutor. Mr. H. C. Bickmore, for the defence, explained that the accused treated the transaction as a set-off for costs due to him.

The City Coroner (Dr. Waldo), in opening the Cheapside shooting inquest on the 2nd inst., referred to the war-time practice under the Juries Act of holding inquests without the jury viewing the bodies. He said he considered it very important that the jury should view a body in cases of possible suicide. He had communicated with the Home Secretary when the Act first came in and said he presumed in all cases of suicide they should have juries, but the Home Secretary had replied that it was left to the coroner's discretion, even in a case of "felo de se." There was no shortage of juries now, and the sooner the Act was done away with the better it would be in the public interest.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EVE.	Mr. Justice SARGANT.
Monday May 17	Mr. Jolly	Mr. Farmer	Mr. Church	Mr. Leach
Tuesday 18	Synge	Jolly	Farmer	Church
Wednesday.... 19	Bloxam	Synge	Jolly	Farmer
Thursday 20	Borrer	Bloxam	Synge	Jolly
Friday 21	Goldschmidt	Borrer	Bloxam	Synge

Date.	Mr. Justice ASTBURY.	Mr. Justice PETERSON.	Mr. Justice P. O. LAWRENCE.	Mr. Justice RUSSELL.
Monday May 17	Mr. Borrer	Mr. Synge	Mr. Goldschmidt	Mr. Bloxam
Tuesday 18	Goldschmidt	Bloxam	Leach	Borrer
Wednesday .. 19	Leach	Borrer	Church	Goldschmidt
Thursday 20	Church	Goldschmidt	Farmer	Leach
Friday 21	Farmer	Leach	Jolly	Church

The Whitsun Vacation will commence on Saturday, the 22nd day of May, 1920, and terminate on Tuesday, the 25th day of May, 1920, inclusive.

The Summer Assizes.

Days and places appointed for holding the Summer Assizes, 1920:—

OXFORD CIRCUIT.
Mr. Justice A. T. Lawrence.
Mr. Justice Bailhache.

Thursday, 27th May, at Reading.
Wednesday, 2nd June, at Oxford.
Saturday, 5th June, at Worcester.
Friday, 11th June, at Gloucester.
Friday, 18th June, at Monmouth.
Friday, 25th June, at Hereford.
Wednesday, 30th June, at Shrewsbury.
Monday, 5th July, at Stafford.

NORTHERN CIRCUIT
Mr. Justice Salter.
Mr. Justice Roche.

Saturday, 29th May, at Appleby.
Tuesday, 1st June, at Carlisle.
Saturday, 5th June, at Lancaster.
Thursday, 10th June, at Liverpool.
Thursday, 1st July, at Manchester.

WESTERN CIRCUIT.
Mr. Justice Bray.
Mr. Justice Sankey.

Thursday, 27th May, at Salisbury.
Tuesday, 1st June, at Dorchester.
Monday, 7th June, at Wells.
Monday, 14th June, at Bodmin.
Saturday, 19th June, at Exeter.
Monday, 28th June, at Bristol.
Saturday, 3rd July, at Winchester.

SOUTH-EASTERN CIRCUIT.
Mr. Justice Darling.

Thursday, 20th May, at Huntingdon.
Saturday, 22nd May, at Cambridge.
Wednesday, 26th May, at Bury St. Edmunds.
Tuesday, 1st June, at Norwich.
Saturday, 5th June, at Chelmsford.

MIDLAND CIRCUIT.
Mr. Justice Horridge.

Thursday, 27th May, at Aylesbury.
Monday, 31st May, at Bedford.
Thursday, 3rd June, at Northampton.
Monday, 7th June, at Leicester.
Monday, 14th June, at Oakham.
Tuesday, 15th June, at Lincoln.
Tuesday, 22nd June, at Nottingham.
Monday, 28th June, at Derby.

NORTH WALES AND CHESTER CIRCUIT.
Mr. Justice Coleridge.
Mr. Justice Avory.

Tuesday, 25th May, at Newtown.
Thursday, 27th May, at Dolgelly.
Monday, 31st May, at Carnarvon.
Friday, 4th June, at Beaumaris.
Monday, 7th June, at Ruthin.
Thursday, 10th June, at Mold.

Crown Office, 10th May, 1920.

Days and places appointed for holding the Summer Assizes, 1920:—

MIDLAND CIRCUIT.
Mr. Justice Lush.
Mr. Justice Bailhache.

Wednesday, 7th July, at Warwick.
Monday, 12th July, at Birmingham.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, May 7.

LONDON AND MAIKOP OIL CORPORATION, LTD. (IN LIQUIDATION).—Creditors are required, on or before June 18, to send their names and addresses, and the particulars of their debts or claims, to Albert Edwards Cave, Sun-ct., 67, Cornhill, liquidator.

WEST LANCASHIRE STEAMSHIP CO., LTD.—Creditors are required, on or before June 30, to send in their names and addresses, and full particulars of their debts or claims, to Alfred Rowland, 14, Water-st., Liverpool, liquidator.

BELDAM TYRE CO., LTD.—Creditors are required, on or before June 8, to send in their names and addresses, and full particulars of their debts or claims, to James Benjamin Reeves, 23, Queen Victoria-st., liquidator.

EXPRESS ETIQUETTES, LTD.—Creditors are required, on or before June 26, to send their names and addresses, and the particulars of their debts or claims, to Samuel Staveley Briggs, 10/11, Broad Street-av., liquidator.

ALBERT WOOD (ST. ANNE'S GARAGE), LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 7, to send their names and addresses, and the particulars of their debts or claims, to George Herbert Marsden, 36, Leach-la., St. Anne's-on-the-Sea, liquidator.

ST. ANNE'S LIBERAL CLUB CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 7, to send their names and addresses, and the particulars of their debts or claims, to Joseph Stott, "Avondale," St. Alban's-rd., St. Anne's-on-the-Sea, liquidator.

NEWETS MOTOR AND MUNITIONS CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 19, to send their names and addresses, and the particulars of their debts or claims, to George Cranmore Taylor, 115-117, Colmore-row, Birmingham, liquidator.

D. HULETT & CO., LTD.—Creditors are required, on or before the June 7, to send their names and addresses, and the particulars of their debts or claims, to John Douglas Broad, 1, Walbrook, liquidator

87, VICTORIA-ST. SYNDICATE, LTD.—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to Mrs. C. M. Keast, 79, Tranmore-rd., liquidator.

HAVANA REAL PROPERTIES, LTD. (IN LIQUIDATION).—Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to Henry Douglas Woolger, 95/97, Finsbury-pavement, liquidator.

TURTON AND EDGWORTH MILL BUILDING CO., LTD.—Creditors are required, on or before May 15, to send in their names and addresses, with particulars of debts or claims, to Thomas Hindle, 18, Railway-rd., Darwen, liquidator.

London Gazette.—TUESDAY, May 11.

CHEMBONG MALAY RUBBER CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to L. W. Hawkins, Basildon House, Moorgate-st., liquidator.

JOHN C. VAN DER TABLEN, LTD.—Creditors are required, on or before May 18, to send their names and addresses, and full particulars of their debts or claims, to David Paterson, 37, Mincing-la., liquidator.

WEST MIDDLESEX ESTATES CO., LTD.—Creditors are required, on or before June 23, to send in their names and addresses, with particulars of their debts or claims, to Hugh Limebeer, 65, London-wall, liquidator.

WHITELANDS TWIST CO., LTD.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Walter Lunt, 23, Delamere-st., Ashton-under-Lyne, liquidator.

GUIDEBRIDGE SPINNING CO., LTD.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Walter Lunt, 23, Delamere-st., Ashton-under-Lyne, liquidator.

CASTLE SPINNING CO., LTD.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Walter Lunt, 23, Delamere-st., Ashton-under-Lyne, liquidator.

HYDRAULIC SEPARATING AND GRADING CO., LTD.—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to Alexander Davidson, 14, Queen Victoria-st., liquidator.

GORTON FINISHING CO., LTD.—Creditors are required, on or before May 19, to send in their names and addresses, with particulars of their debts or claims, to Henry Baker, 18, Booth-st., Manchester, liquidator.

G. WHEELDON & CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 14, to send in their names and addresses, with particulars of their debts or claims, to F. Arthur Pitt, 14, John Dalton-st., Manchester, liquidator.

J. WILD & CO., LTD.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Francis McBain, Royal Exchange, Middlesbrough, liquidator.

HOLLIN BANK ROOM AND POWER CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to Edward Wood, 3, Grimshaw-st, Burnley, liquidator.

VINE MILL CO. (ROYTON), LTD.—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Harold Hasty, Vine Mill Co. (Royton), Ltd., North-st., Middleton-rd., Royton, liquidator.

BANK AND UNION MILLS (MOSSLEY), LTD.—Creditors are required, on or before June 7, to send their names and addresses, and the particulars of their debts or claims, to Charles Meredith Tweedale, The Bank and Union Mills (Mossley), Ltd., Mossley, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, April 30.

Gravesend Properties Development Co., Ltd.
Rowland Needham & Co., Ltd.
Bukit Selangor Rubber Estates, Ltd.
Chembong Malay Rubber Co., Ltd.
Manhu Food Co., Ltd.
Charles Wicksteed & Co., Ltd.
Compton District Co-operative Society, Ltd.
Midland Actors Film Producing Co., Ltd.
Etablissements Kirby, Ltd.
Hazel Mill Co., Ltd.
Assets Holding Co., Ltd.
North-West Canada Oil & Gas Syndicate, Ltd.
Elland Liberal Club Buildings Co., Ltd.
Baker & Elliott, Ltd.
Bradford Hotel and Café Co., Ltd.
Elite Theatre (Wigan), Ltd.
Isaac Spencer & Co. (Fleetwood), Ltd.
Brindle & Co. (Gargrave), Ltd.
B. B. Colson & Co., Ltd.
Shiloh Spinning Co., Ltd.
Caerphilly and District Cinema Co., Ltd.
Aeroplane Electro Plate Art Metal Co., Ltd.
Petroleum Company of Ildokani, Ltd.
Star Theatre Co. (Leigh), Ltd.
Murray's Nut House, Ltd.
Balstone, Ltd.
Worms Aircraft Construction Co., Ltd.
Hele Paper Co., Ltd.
Marshal Shipping Co., Ltd.
P. R. T. Copper Works, Ltd.
Electric & General Works, Ltd.
Milwaukee and Chicago Breweries, Ltd.
Mirror Picture Theatres Syndicate, Ltd.
Merton and Morden Co-operative Pig and Live Stock Society, Ltd.

London Gazette.—TUESDAY, May 4.

Arkwright Cotton Spinning Co., Ltd.
Bee Motor Co., Ltd.
Oxhey Cotton Spinning and Manufacturing Co., Ltd.
George Brown (Chorley), Ltd.
H. E. Buck & Co., Ltd.
G.W.K., Ltd.
Ben Johnson & Co., Ltd.
Nicholson & Crockett, Ltd.
Methylators, Ltd.
Goodlass, Wall & Co., Ltd.
Thisbé Steamship Co., Ltd.
Coronet Theatre, Ltd.
Ready Divisible Wheel-Rim Syndicate, Ltd.
Pavilion Picture Palace (Rochdale), Ltd.
Kent Mill, Ltd.
W. J. Weedon, Ltd.
Giant Mines of Rhodesia, Ltd.
Troy Laundry Co. (Ealing), Ltd.
Health Sweetmeats, Ltd.
Providence Pilchard Seine Fishing Co., Ltd.
87, Victoria Street Syndicate, Ltd.
F. H. Baker & Co., Ltd.
Cooling Equipment, Ltd.
County Motor and Engineering Co. (Preston), Ltd.
Finneys, Ltd.
Sydney Westall & Co., Ltd.

London Gazette.—FRIDAY, May 7.

Hickman & Son, Ltd.
Launderers' Association, Ltd.
Grand Picture Theatre Co. (Levenshulme), Ltd.
Chatrian, Ltd.
Burston, Read & Co., Ltd.
Orchestral Albums, Ltd.
Albert Wood (St. Anne's Garage), Ltd.
W. Edes Everett, Ltd.
St. Anne's Liberal Club Co., Ltd.
J. Cowen & Sons, Ltd.
Stone Bridge Mill Co., Ltd.
Kettering Public Hall Co., Ltd.
Tottenham Park Cemetery Co., Ltd.
Ilford Park Cemetery Co., Ltd.
F. M. S. Timah, Ltd.
Milnrow Spinning Co., Ltd.
Turner & Co. (Croydon), Ltd.
Broadway Palladium (Ealing), Ltd.
United Kingdom Picture Theatres, Ltd.
Maida Vale Palace, Ltd.
Kilburn Picturedrome, Ltd.
Batang Malaka Rubber Estates, Ltd.
Beldam Tyre Co., Ltd.
Rimlers, Ltd.
Sutton Electric Theatre and Assembly Rooms, Ltd.
Kuyu Rubber Estates, Ltd.
West Lancashire Steamship Co., Ltd.
James Whiteley, Ltd.
Palais Royale Dances, Ltd.

London Gazette.—TUESDAY, May 11.

Burnham Yacht Club Co., Ltd.
Café Theatres, Ltd.
Jos. Dejond, Ltd.
Dovey Co-operative Society, Ltd.
Ogle Plantation Co., Ltd.
Gorton Finishing Co., Ltd.
Longwood Bowling Green Co., Ltd.
Hydraulic Separating and Grading Co., Ltd.
Midlands Advance Co., Ltd.
Wern Tinplate Co., Ltd.
British Electrical Accessories, Ltd.
West Middlesex Estates Co., Ltd.
John Rigg, Ltd.
Gabriel Sokoloff & Sons, Ltd.
"Strand" (Hull) Picture Theatre, Ltd.
Lancashire and Cheshire Farmers' Co-operative Association, Ltd.
J. Wild & Co., Ltd.
Abersoch Motor Omnibus Co., Ltd.
G. Wheeldon & Co., Ltd.
Oak Spinning Co., Ltd.
Clantals, Ltd.
Ivy Mill Co., Ltd.
North Euston Estate Co., Ltd.
Derbyshire Public House Trust Co., Ltd.
National Steam Trawling Co., Ltd.
Vine Mill Co. (Royton), Ltd.
Bank and Union Mills (Mossley), Ltd.
Lyonsdown Club, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 4.

ADAMS, RUPERT HENRY, Hatton, Warwick. June 1. Brooks, Monk & Hargreave, Birmingham.

BENNETT, EDWIN CHARLES, Clifton, Bristol. June 14. Danger & Cartwright, Bristol.

BROOKS, CHARLES LANGLEY, Gloucester. June 10. Langley Smith & Son, Gloucester.

BROWN, MARGARET, New Mills, Montgomeryshire. May 31. Williams, Gittins & Taylor, Newtown, Montgomeryshire.

CHURCHILL, ELIZA, Godstone. June 12. Mole, Rosling & Vernon, Reigate.

COX, CHARLES WILLIAM, Newcastle-upon-Tyne. June 3. Clayton & Gibson, Newcastle-upon-Tyne.

CURREY, GEORGE, Middleton, Veterinary Surgeon. June 11. Bingham, Hall & Ritchie, Middleton.

DEAL, EDWIN, Southsea. June 1. R. W. Sherwin, Portsmouth.

DEWEAR, THOMAS, Leamington Spa. June 24. Overell & Son, Leamington Spa.

DINGWALL, WILLIAM, Goole, York, Tailor. June 12. W. T. Silvester, Goole.

DRINKWATER, ALFRED, Bournemouth. June 9. Mooring, Aldridge & Haydon, Bournemouth.

FARLEY, GRACE, Kislingbury, Northampton. May 29. Howes, Percival & Ellen, Northampton.

FINDLAY, WILLIAM HARE, Bangalore, India, Minister. June 30. Cooper, Sons, Marsh & Bailey, Manchester.

FRENCH, THOMAS, Warwick, Horse Slaughterer. May 13. Moore & Tibbits, Warwick.

GOOSEY, THOMAS EDWIN, Great Billing, Northampton, Farm Manager. May 29. Howes, Percival & Ellen, Northampton.

HARPER, PERCY, Ealing. June 14. Stephen Bird, 90 and 91, Queen-st., Cheapside.

HAYLES, CHRISTOPHER WILLIAM, Birmingham. June 24. Bestall, Round, Gloster & Bird, Birmingham.

HORSFORD, JOSEPH ALPHONSUS, Long Melford, Suffolk, Physician. June 7. Clowes, Hickley & Steward, 10, King's Bench-walk, Temple.

ISHERWOOD, JAMES HENRY KAYE, Formby, Lancs, Wool Broker. May 31. Layton & Co., Liverpool.

KENDRICK, ELIZABETH, Chester. June 14. David Hughes, Chester.

KITSON, JOHN, Shipley, York, Farmer. June 16. Robt. E. Weatherhead, Bingley.

LASLETT, EMILY CHARLOTTE, Canonbury. May 31. Kendall, Price & Francis, 61, Carey-st., Lincoln's Inn.

MARDON, FLORENCE ADA, Bristol. June 30. J. H. King, Bristol.

MATTHEWS, THOMAS, Worcester Park, Surrey, Merchant's Clerk. June 4. Roney & Co., 42, New Broad-st.

MICHELL, MARY ANNE, Swansea. June 11. D. Stanley Owen, Swansea.

MITCHELL, FREDERICK, Blackheath. June 1. Trotter & Patteson, 64, Victoria-st.

NICOL, ISABELLA JEANETTA, Brixton Hill. June 1. Rose, Johnson & Hicks, 9, Suffolk-st., Pall Mall.

PALMER, SUSAN, Waterloo, Lancs. June 7. Gill, Archer, Maples & Dun, Liverpool.

PRATLEY, ROBERT, Shipton-under-Wychwood, Oxford. June 15. Wilkins & Tey, Chipping Norton.

PURKIS, HARRIET ELEANOR CAROLINE MARY, Castelnau, Barnes. May 30. Gardners, Heywood & Grey, Abergavenny.

RICH, FREDERICK JOHN, Forest Hill. May 31. Corbould-Ellis, Mitchell & Mawby, Balfour House, 119-125, Finsbury-pavement.

RUSSELL, FREDERICK CHARLES, Hastings. June 8. F. W. Morgan, Hastings.

STEAD, JOHN, Woodhouse, Sheffield. May 31. C. W. Nixon, Sheffield.

STEINBERG, BENJAMIN, Leeds, Cloth Merchant. June 5. Fredk. Blackston, Leeds.

SOLVAY, MARIE THERESE LOUISE JOSEPHINE EUGENIE, Brussels. June 2. Kenneth Brown, Baker, Baker, Lennox House, Norfolk-st., Strand.

SOUTHCOMB, 2nd Lieut. EDWARD HAMILTON, Cheltenham. June 10. Ronald McLaren, Cheltenham.

STONE, RICHARD, Sheffield, Coal Merchant. May 31. Roberts & Grayson, Sheffield.

TAYLOR, JOSEPH TAYLOR, East Finchley. May 31. Matthew J. Jarvis, 4, Finsbury-sq.

THOMAS, ALICE ANN, Thornton-le-Fylde, Lancs. June 1. Barrow & Smith, Manchester.

THOMAS, WILLIAM, Colwyn Bay, Bath Chair Proprietor. May 24. J. A. Hindley, Llandudno.

VARLEY, MAY ISABEL, Kensington. June 14. Field, Roscoe & Co., Lincoln's Inn-fields.

VIRGIN, JAMES THOTT, Dorchester, Baker. June 7. Thos. Coombs & Son, Dorchester.

WARD, Right Rev. BERNARD NICHOLAS, Brentwood, Essex. June 12. Few & Co., 19, Surrey-st., Strand.

WATKIN, ANN, Halewood, near Liverpool. June 1. Wm. Hutchen, St. Helens.

WILSON, THOMAS HERBERT, Beckenham. May 31. J. H. Hortin & Nash, 161, Edgware-rd.

WITHERS, ELIZABETH, Butleigh, near Glastonbury. June 9. Pearce & Nicholls, 13, New-st., Lincoln's Inn.

London Gazette.—FRIDAY, May 7.

ACKERS, ISABELLA, Sunningdale, Berks. June 8. Guscott, Wadham & Tickell, 13, Essex-st.

BEEVERS, SARAH HANNAH, Doncaster. June 1. J. Spottiswoode Clarke, Doncaster.

BRIENE, LAWRENCE JOSEPH, Northumberland-av., Strand. May 31. Vizard, Oldham & Co., 51, Lincoln's inn-fields.

BLENKINSOP, THOMAS, West Hartlepool, Insurance Agent. June 30. Turnbull & Tilly, West Hartlepool.

BONES, FRANCIS RICHARD, Hastings, Timber Merchant. June 19. John E. Ray, Hastings.

BUCO, GEORGE, Wall-st., Kingsland. June 1. Gray & Dodsworth, 1, Bank-bldgs., Princes-st.

CARTERET, PIERRE JOHN DE, Hanham Court, near Bristol. June 16. Baileys, Shaw & Gillett, 5, Berners-st.

COLLIS, MARY ANNIE, Birmingham. June 24. H. Lenton Lester, Walsall.

COULCHER, WILLIAM CURTIS MANN, Southampton. June 7. Theodore Goddard & Co., 10, Serjeants'-inn.

DAVIES, ANN, Trealaw. May 22. Morgan, Bruce & Nicholas, Pontypridd.

DAVIES, DAVID, Trealaw. May 22. Morgan, Bruce & Nicholas, Pontypridd.

DONISTHORPE, CLARA VICTORIA, Bournemouth. June 7. W. Linford Brown, Jun., Exeter.

DOYNE, LEONARD, Talgarth-rd. June 24. Gamlen, Bowerman & Forward, 4, Gray's inn-sq.

DUNN, ALEXANDER, Manchester. May 31. Weston, Grover & Lees, Manchester.

EDWARDS, CHARLES, Canterbury. July 1. Mowll & Mowll, Canterbury.

EVISON, WALTER, Sancton, Brough, Yorks., Farmer. June 15. Laverack, Son & Wray, Hull.

ETZEL, FRIEDRICH, Charlottenburg, Germany. June 24. Thompsons, Quarrell & Jones, 3, East India-av.

FENTON, ELIZABETH ALICE, Preston, Drysalter. May 31. Ward & Newsham, Preston.

GAYE, ALFREDO ENRIQUE, Buenos Aires, Argentine Republic. June 7. Slaughter & May, 18, Austin Friars.

GREENFIELD, ROSE ESTHER, Walsall. June 7. Frank A. Platt, Walsall.

HANHAM, Colonel PHELIPS BROOKE, Camberley, Surrey. June 5. Broughton, Holt & Middlemist, 13, Great Marlborough-st.

HAWKES, THOMAS HENRY, Church Honeybourne, Worcester. June 5. G. & O. New & Neville, Chipping Campden.

HOFFMANN, SARAH, Liverpool. May 31. Miller, Taylor & Holmes, Liverpool.

HOUGHTON, GEORGE BOYDELL, K.C., Linden-gdns., Kensington. June 19. Nicholson, Graham & Jones, 24, Coleman-st.

JONES, The Right Reverend HERBERT EDWARD, Lord Bishop of Lewes, Hove. June 4. Biddle, Thorne, Welsford & Gait, 22, Aldermanbury.

KING, JOHN HENRY, Twickenham. June 7. Fredk. A. Brabant, 12, Gray's inn-sq.

KIRKUS, WILLIAM MILLER, Liverpool. June 14. Mason, Grierson & Martin, Liverpool.

LEGH, EVELINE CORNWALL, Rudford, near Gloucester. June 7. Shelton & Co., 3, New-ct.

LEISK, THOMAS, West Hartlepool. June 4. R. Bell & Son, West Hartlepool.

LOGAN, ISABELLA, and DAVID LOGAN, Berwick-upon-Tweed. May 14. J. C. and R. Weddell, Berwick.

MACLEAN, Sir HARRY AUBREY DE VERE, Tangier, Morocco. June 8. Davidson & Co., 33, King-st., Cheapside.

MASABOOM, MARY, Chislehurst. June 19. Smith, Rundell, Dods & Bockett, 9, John-st., Bedford-row.

MASCALL, FREDERICK THOMAS, Brighton, Brush Maker. June 6. Nye & Clewer, Brighton.

MAYERS, JOHN, 42, Old Bond-st. June 19. Saml. Price & Sons, Worcester House, Walbrook.

MOORE, ANN, Church Honeybourne, Worcester. June 5. G. & O. New & Neville, Chipping Campden.

MORRIS, SARAH JANE, West Norwood. June 5. Lamb, Son & France, 10, King-st.

MOOTOO, TAMBY, Tenterden, Kent. June 5. Cornwall S. Baily, St. Leonards-on-Sea.

ALFRED SAVILL AND SONS,

LAND AGENTS, SURVEYORS, AND AUCTIONEERS,

51, LINCOLN'S INN FIELDS, W.C. 2

(AND AT COMBPYNE, DEVON).

TO INVESTORS, SPECULATORS, BUILDING SOCIETIES, and OTHERS.

By Direction of the Worshipful Company of Brewers.

THE PLATT ESTATE,

ST. PANCRAS, N.W.

Adjoining the Pancras-road and near several important Railway Termini.

THE VALUABLE

FREEHOLD ESTATE,

OF ABOUT 9 ACRES,

comprising about 250 COTTAGES, PRIVATE HOUSES, SHOPS, TWO FULLY LICENSED PUBLIC HOUSES, POLICE STATION, MANUFACTURING PREMISES, and IMPORTANT BLOCKS of WORKMEN'S DWELLINGS.

situate and known as

Nos. 45 to 81 (odd), and 26 to 58 (even), ALDENHAM-STREET.
Nos. 167, 169, and 171, OSSULTON-STREET.
Nos. 1 to 24 and 37 to 67, BARCLAY-STREET.
Nos. 1 to 83, CHARRINGTON-STREET.
Nos. 1 to 18, PENRYN-STREET.
Nos. 9 to 19, PLATT-STREET.
THE PLATT-STREET POLICE STATION.
Nos. 9 to 29, MEDBURN-STREET.
Nos. 5 to 15, GOLDINGTON-CRESCENT.
Nos. 26 to 38, GOLDINGTON-STREET.
Nos. 3 to 17, WERRINGTON-STREET.
Nos. 1 to 105, PANCRAS-SQUARE.

Partly let on weekly and yearly tenancies, and partly on leases, which expire shortly, and having a gross assessment of

PER £12,600 ANNUM,

which will be SOLD by AUCTION by

ALFRED SAVILL & SONS,

at WINCHESTER HOUSE, Old Broad-street, E.C., on WEDNESDAY and THURSDAY, JULY 7 and 8, 1920, at 2.30 p.m. (unless previously sold by Private Treaty).

Solicitors:—Messrs. BEVAN & KING, 11, Lincoln's Inn-fields, W.C. 2.

Auctioneers:—Messrs. ALFRED SAVILL & SONS, 51, Lincoln's Inn-fields, W.C. 2.

By Direction of the Corporation of the Sons of the Clergy.

CITY OF LONDON,

Near Mark Lane Station.

The Valuable and Important

CITY FREEHOLDS,

known as

Nos. 14, 15, 16, and 17, WATER-LANE, and Nos. 6, 7, 8 and 9, BEER-LANE.

GREAT TOWER-STREET, E.C.

comprising the fully-licensed Public House known as the "Old Ship," with Warehouses, Printing Works, Wine Vaults, and Blocks of Offices principally let on short tenancies, the whole having a total area of about

SQUARE 14,500 FEET

and an estimated rack-rental of about

PER £7,400 ANNUM,

will be SOLD by AUCTION by

ALFRED SAVILL & SONS,

at WINCHESTER HOUSE, Old Broad-street, E.C., on WEDNESDAY, JUNE 23, 1920, at 2.30 p.m. (unless previously sold by Private Treaty).

Solicitors:—Messrs. BRIDGES SAWTELL & CO., 23, Red Lion-square, W.C. 1.

Auctioneers:—Messrs. ALFRED SAVILL & SONS, 51, Lincoln's Inn-fields, W.C. 2.

By Direction of the Hon. Lady Peck.

7 & 9, PORTLAND PLACE, W.

These valuable FREEHOLD RESIDENCES, now let on lease and producing a net rental of £500 per annum, and forming a valuable site for the erection of a block of residential Flats, will be SOLD by AUCTION by

ALFRED SAVILL & SONS,

at WINCHESTER HOUSE, Old Broad-street, E.C., on THURSDAY, JULY 1, 1920, at 2.30 p.m. (unless previously sold by private treaty)..

Solicitors:—Messrs. JOHNSON, RAYMOND-BARKER & CO., 9, New-square, Lincoln's Inn, W.C. 2.

Auctioneers:—Messrs. ALFRED SAVILL & SONS, 51, Lincoln's Inn-fields, W.C. 2.

By direction of the Right Honourable the Earl of Stradbroke.

WOODFORD, BUCKHURST HILL, CHIGWELL AND HOG HILL, ESSEX.

Within 10 miles of the Bank of England.

Suitable for development, having considerable prospective value.

THE VALUABLE FREEHOLD FARMS, and ACCOMMODATION LANDS.

extending to

732 ACRES,

comprising

	Acres.
MONKHAMS FARM, WOODFORD	174
BUCKHURST HILL FARM	133
GRANGE FARM, CHIGWELL VILLAGE ...	88
LUXBOROUGH FARM, CHIGWELL	36
LUXBOROUGH GARDENS, CHIGWELL ...	10
CLAYBURY FARM, WOODFORD BRIDGE...	209
ACCOMMODATION LANDS	90

which

ALFRED SAVILL & SONS

will SELL by AUCTION, in 10 Lots, at WINCHESTER HOUSE, Old Broad-street, E.C., on MONDAY, MAY 31, 1920, at 2.30 p.m.

Particulars, Plans and Conditions of Sale may be obtained from the Solicitors, Messrs. DRUCES & ATTLEE, 10, Billiter-square, E.C. 3, or of the Auctioneers:—Messrs. ALFRED SAVILL & SONS, 51, Lincoln's Inn-fields, W.C. 2.

Preliminary Announcement.

By Direction of the Governors of Sir John Cass' Foundation.

ESSEX.

WEST TILBURY and MUCKING,

Close to Low-street Station on the Midland Railway (L.T. and S. Branch), about 20 miles from London.

THE VALUABLE FREEHOLD PROPERTY known as

HOFORD'S FARM,

extending to

136 ACRES,

WITH POSSESSION AT MICHAELMAS, 1920. Comprising a small holding of 17½ acres, with valuable enclosures of marshland, arable land, and woodland, which

ALFRED SAVILL & SONS

will OFFER for SALE in 14 Lots at THE QUEEN'S HOTEL, GRAYS, ESSEX, on WEDNESDAY, JULY 14, 1920, at 5.30 p.m.

Solicitors:—Messrs. SPEECHLY, MUMFORD & CRAIG, 10, New-square, Lincoln's Inn, W.C. 2.

Auctioneers:—Messrs. ALFRED SAVILL & SONS, 51, Lincoln's Inn-fields, London, W.C. 2.

Preliminary Announcement.

By Direction of John Henry Scrope Pane, Esq.

ONGAR, ESSEX,

about two miles from Ongar and five miles from Brentwood Station (G.E.R.), and 25 miles from London.

THE FREEHOLD PROPERTIES and ACCOMMODATION LAND extending to

503 ACRES,

and comprising

GREAT MYLES' FARM	270 ACRES
LITTLE MYLES' FARM	100 ,,
CLAPGATE FARM	124 ,,
ACCOMMODATION LANDS	9 ,,

which

ALFRED SAVILL & SONS

will SELL by AUCTION, at the KING'S HEAD HOTEL, ONGAR, on SATURDAY, JUNE 12, 1920, at 3 o'clock.

Solicitors:—Messrs. RANKEN-FORD & CHESTER, 4, South-square, Gray's Inn, W.C. 1.

Auctioneers:—Messrs. ALFRED SAVILL & SONS, 51, Lincoln's Inn-fields, W.C. 2.

WITH EARLY POSSESSION.

ESSEX, CHIGWELL ROW.

The valuable and attractive Country Residence, about 400 ft. above sea level, and commanding excellent views for many miles, and situate within easy reach of Grange Hill Station on the Great Eastern Railway, and known as

"WHITE HALL,"

CHIGWELL ROW,

with stabling, gardens, two cottages and 9¼ acres of land, will be SOLD by AUCTION by

ALFRED SAVILL & SONS,

at WINCHESTER HOUSE, Old Broad-street, E.C., on THURSDAY, JULY 1, 1920, at 2.30 p.m. (unless previously sold by private treaty).

Solicitors:—C. N. GOODHALL, Esq., King's-court, Broadway, S.W. 1.

Auctioneers:—Messrs. ALFRED SAVILL & SONS, 51, Lincoln's Inn-fields, W.C. 2.

By Direction of the Right Hon. Lord Clinton.

A LITTLE SPORTING ESTATE of

605 ACRES,

known as

MELBURY FARM,

PARKHAM,

NORTH DEVON.

With possession.

Standing amidst the unrivalled scenery of Devonshire, the greater part of the county being visible, including Dartmoor, Exmoor, and Barnstaple Bay, and comprises

A Substantial FARMHOUSE of eight rooms, offices, outbuildings, and a four-roomed COTTAGE. Good varied SPORTING can be had in the district, including SHOOTING, FISHING, GOLF, and HUNTING,

which

ALFRED SAVILL & SONS

will SELL by AUCTION at THE ROUGEMONT HOTEL, EXETER, on FRIDAY, JUNE 18, 1920, at 3 p.m.

Solicitors:—Messrs. FRERE, CHOLMELEY & CO., 28, Lincoln's Inn-fields, W.C. 2.

Estate Agent:—J. H. P. FOSTER, Esq., Rolle Estate Office, Exmouth.

Auctioneers:—Messrs. ALFRED SAVILL & SONS, 51, Lincoln's Inn-fields, W.C. 2, and at Combpyne, Devonshire.

MUSKETT, MARY JANE, Romford. May 21. Mullis & Peake, Romford.
PARADISE, GEORGE, Cam, Gloucester. June 4. H. J. Francillon & Son, Dursley, Glos.
PENDLEBURY, HENRY, Woolwich. June 8. Berry & Taylor, Manchester.
PEPPERELL, REBECCA, Salcombe, Devon. June 13. John Hodge & Co., Weston-super-Mare.
RILEY, FRANCIS, Tunbridge Wells, Physician. May 20. Buss, Bretherton & Murton-Neale, Tunbridge Wells.
ROBSON, RIDLEY, Bow. June 14. Bridgman & Co., 4, College-hill.
ROSENBLUM, LOUIS, Brighton. June 24. J. E. Dell & Loader, Brighton.
SALT, Sir SHIRLEY HARRIS, Bart., Chichester. May 30. Taylor, Jeffery & Jessop, Bradford.
SCHMILINSKY, SOFIA TRANSITA CARMEN, Richmont, Lausanne, Switzerland. June 16. Parker & Hollebone, 35, Bloomsbury-sq.
SLOMAN, MARTHA RICHARDSON, Blackheath. May 31. Sandom, Kersey & Tilleards, 2, Talbot-ct.
SOMMERVILLE, WILLIAM HENRY LIONEL, Bournemouth. June 7. H. L. Evans, Bristol.
SUDBURY, WILLIAM GEORGE, West Hartlepool, Estate Agent. June 4. R. Bell & Son, West Hartlepool.
SWADKINS, WALTER, Birmingham, Butcher. June 1. Rooke & Bradley, Birmingham.
SYMES, MARY LOUISA, Worthing. June 21. Lattey & Hart, 136, Leadenhall-st.
TERRY, EMMA, Ramsgate, July 31. K. & W. Daniel, Ramsgate.
THOMPSON, HENRIETTA BARNARD, Hayes Common, Kent. June 7. Thorold, Brodie & Bonham-Carter, 4, Regent-st.
TREVELYAN, ADA GERTRUDE, Walthamstow. June 8. Cartwright, Cunningham, Hasselgrove & Co., 47 Paternoster-row.
TUFNELL, Rev. FREDERICK, Sudbury Rectory, Derby. June 7. Carleton-Holmes, Fell & Wade, Bedford-row.
TWEMLOW, JAMES DOUGLAS, Manchester. June 9. John O. Twemlow, Manchester.
WALLIS, THOMAS JAMES, West Norwood. June 5. Lamb, Son & Prance, 10, King-st.
WHITE, ELIJAH, Brewood, Staffs., Farmer. June 5. G. Maynard Martin, Wolverhampton.
WHITEMAN, GEORGE, Auckland, New Zealand. June 24. Day & Son, St. Ives, Hunts.
YOUNG, MARY, Mosman, New South Wales. June 4. Hayward, Hayward & Berry, West Hartlepool.

London Gazette.—TUESDAY, May 11.

AMBLER, THOMAS, Leeds, Architect. June 20. Herbert Denison, Leeds.
BAGNALL, MARTHA ANN, Birmingham. June 5. Wallace Robinson & Morgan, Birmingham.
BARKER, FRED, Huddersfield, Wholesale Confectioner. May 31. Armitage, Sykes & Hinchcliffe, Huddersfield.
BARROW, HARRY BENJAMIN CRISPIN, Croydon. June 22. C. J. Parker, 169/173, Temple-chmbrs.
BENWELL, JAMES, Canterbury. June 24. Philip Baker & Co., Birmingham.
BRIERLEY, JESSE, Lockwood, Huddersfield. May 31. Armitage, Sykes & Hinchcliffe, Huddersfield.
BRISTOW, ELIZA, Ramsgate. June 30. K. & W. Daniel, Ramsgate.
CASTELL, CHARLES SMITH, Putney. June 14. Child & Child, 12, Sloane-st.
CAYLEY, LETITIA MARY, Ealing. July 30. Osbert A. Cayley, 30, Bedford-row.
COKE, The Lady KATHARINE GREY, Sloane-st. June 24. Tyrrell, Lewis & Co., 2 and 3, Albany Court-yd., Piccadilly.
COLEMAN, GEORGE, Throcking, Herts., Farmer. June 8. Wortham & Co., Royston, Herts.
CORDER, CHARLES JOSEPH, Brighton. June 16. C. Burt Brill, Brighton.
CRABTREE, ELIZABETH, Oxenhope, near Keighley. June 24. F. W. Butterfield, Keighley.
DUNCAN, RICHARD, Heswall, Chester. June 12. H. G. C. Day, Liverpool.
EIGER, CHARLES HENRY, Goring-st., St. Mary Axe, Stock Broker. June 15. Needham & Tyer, 13, Bloomsbury-sq.
GRICK, MARY ANN, Sidcup, Kent. June 21. Pearce & Nicholls, 12, New-ct.
HODGSON, THOMAS, Withington, Manchester. June 5. Edwyn Holt & Co., Manchester.
HOLDEN, JONATHAN, Derville-rd., Stoke Newington. June 20. W. H. Mason & Son, 76, Finsbury-pavement.
JONES, JOHN, Exeter. June 30. W. H. Stone, Exeter.
KING, ADA ELIZA, Bethnall Green. June 16. Crossfield, Cushing & Wheldon, 334, Hackney-rd.
LAWSON, CHARLES FREDERICK, Birkenhead, Chartered Accountant. June 21. Walter H. Reinhardt, Birkenhead.
LAWSON, EDWARD, Southsea. June 8. Addison & Son, Portsmouth.
LEATHAM, SAMUEL GURNEY, Hemsworth, near Wakefield. June 22. Greaves & Atter, Wakefield.
LEON, EVELINE CORNWALL, Rudford, near Gloucester. June 7. Shelton & Co., 3, New-ct.
LIVERSIDGE TOM, Huddersfield, Master Dyer. May 31. Armitage, Sykes & Hinchcliffe, Huddersfield.
LOVEY, ALFRED HENRY, Westcombe Park, Kent. June 8. Wood & Wootton, 3, Stone-bldgs.
MACE, JOHN, St. Mary Cray, Kent. June 14. Edw. J. Skinner, 8, Waterloo-pl.
MACKINLAY, FREDERICK JAMES, Liverpool. May 31. Norton, Clare, Higgins & Hegger, Liverpool.
MESSENGER, TOM TAYLOR, Keswick, Cumberland, Hotel Proprietor. May 31. Broatch & Son, Keswick.
NELSON, ELIZABETH, Great Ayton, Yorks. June 8. Meek, Stubbs & Barnley, Middlesbrough.
NEWMAN, JOHN JAMES WILLIAM, Shepherdess-walk, City-rd., Artificial Flower Manufacturer. June 21. John H. Mote & Son, 11, Gray's Inn-sq.
NICHOLSON, FREDERICA SHAW, Matlock, Derby. June 8. Harding & Barnett, Leicester.
PATERSON, ELIZABETH JEPSON, Manchester. June 3. Parkinson, Slack & Needham, Manchester.
PATTISON, STANLEY, St. Leonard's-on-Sea. June 24. Chas. Sawbridge & Son, 68, Aldermanbury.
POULTON, JOSEPH, Westcliff-on-Sea. June 24. Graham, Son & Drewry, 8, Hanover-sq.
RADFORD, CHARLES HAROLD, Swanwick, Alfreton, Derby. May 26. E. Wynne Humphreys, Official Receiver, Nottingham.
ROBINSON, ERNEST DURRANT, Palace Place-mansions, Kensington. June 15. Meaby & Co., 3, Budge-row.
ROKER, MARY COURTNEY, Hastings. June 7. Potter & Crundwell, Farnham.
MORTIMER, BURLEIGH REGINALD, Teignmouth, Hairdresser. June 15. H. Champion Full, Teignmouth.
SMITH, ALFRED BRADEN, Glossop. June 8. Chas. Davis & Son, Glossop.
SOUTHWOOD, EDWARD, Heathfield, Sussex. June 5. O. H. Swann, Heathfield.
STEEL, ETHEL ELIZABETH, Bisley, Stroud, Glos. June 24. Graham, Son & Drewry, 8, Hanover-sq.
TALL, ANNIE ELIZA, St. Ives, Hunts. May 29. Cranfield & Wheeler, St. Ives.
TAYLOR, WYNDHAM, Huddersfield, Woollen Merchant. May 31. Armitage, Sykes & Hinchcliffe, Huddersfield.
THOMAS, JOHN, St. Annes-on-Sea. June 5. Edwyn Holt & Co., Manchester.
UNTHANK, FRANCIS, Birkenhead, Jeweller. June 8. Thompson, Mathison & Rigby, Birkenhead.
VEITCH, MARGARET, Pitlochry, Scotland. June 21. J. H. Mitchell, W.S., Pitlochry, Scotland.
WELSH, WILLIAM O'DONNELL, Parkstone, Dorset. June 17. Weightman, Pedder & Co., Liverpool.
WILKINS, RULE, Shepreth, Cambridge, Poultry Farm Manager. June 8. Wortham & Co., Royston, Herts.

Bankruptcy Notices.

London Gazette.—TUESDAY, April 27.

ADJUDICATIONS.

BERSON, GEORGE, Manchester, Commission Agent. Manchester. Pet. March 16. Ord. April 23.
BIEDERMANN, ADOLPH HENRY, Piccadilly. High Court. Pet. July 14. Ord. April 22.
GRACE, CHARLES HALLIBURTON CAMPBELL, Exeter. Barnstaple. Pet. April 22. Ord. April 22.
HILLING, HENRY, Bolton. Bolton. Pet. March 24. Ord. April 24.
JEFFORD, ROBERT HENRY, Christchurch, Draper. Poole. Pet. April 20. Ord. April 21.
KILBY, HUGH MANCHA, Basinghall-st., Merchants. High Court. Pet. March 19. Ord. April 23.
LEES, EDMUND, Ulverston, Lancs., General Outfitter. Barrow-in-Furness. Pet. April 19. Ord. April 21.
ORR EWING, MALCOLM HAMI, Paddington, Company Director. High Court. Pet. Jan. 27. Ord. April 22.
ROBINSON, ERNEST, Fulham-rd., Greengrocer. High Court. Pet. March 15. Ord. April 22.
STONE, GEORGE MARK, Golder's Green-rd. High Court. Pet. March 18. Ord. April 23.
THOMAS, WILLIAM, Rhosmeirch, near Llangefni, Printer's Reader. Bangor. Pet. March 15. Ord. April 23.
WELLS, REGINALD FAIRFAX, St. John's Wood. High Court. Pet. Nov. 6. Ord. April 22.
WEST, HERBERT EDWIN, West Southbourne, Bournemouth. Poole. Pet. Feb. 14. Ord. April 22.

Amended Notice substituted for that published in the London Gazette of April 23.

BRICE, BERTRAM MARK, Cardiff, Engineer. Cardiff. Pet. April 13. Ord. April 14.

RECEIVING ORDER RESCINDED.

MILLER, PERCY, Avonmore-mansions, Kensington. High Court. Rec. Ord. Jan. 7. Resc. April 24.

ORDER ANNULLING, REVOKING, OR RESCINDING ORDER.

MORRIS, EDWIN, Nesscliffe, Salop, Farmer. Shrewsbury. Ord. Annul., Rev. or Resc. Receiving Order, dated June 24, 1910, and adjudication, dated July 1, 1910. Annul., Rev. or Resc. April 16, 1920.

London Gazette.—FRIDAY, April 30.

RECEIVING ORDERS.

BANNER, SUTHERLAND HARMOOD, Kensington. High Court. Pet. Jan. 29. Ord. April 27.
CHANNON, ALBERT EDWARD, HUMPHREY STANTON NADIN, and CYRIL GEORGE CHANNON, Cheltenham, Electrical Engineers. Cheltenham. Pet. April 26. Ord. April 26.
DOBSON, ARTHUR, and SYDNEY BENT, Sneinton, Nottingham, Wholesale Fruit Merchants. Nottingham. Pet. April 27. Ord. April 27.
ELSDONOUGH, C. N. High Court. Pet. March 29. Ord. April 27.
FLETCHER, HOWARD, Brixton. High Court. Pet. Nov. 20. Ord. April 27.
HAWELL, JOHN, Bird's Park, near Kendal, Farmer. Kendal. Pet. April 14. Ord. April 26.
HECTOR, ALBERT STANLEY, Aldersgate-st., Merchant High Court. Pet. March 1. Ord. April 28.
HIRSHIN, BERNARD, Haymarket. High Court. Pet. April 1. Ord. April 28.
LEMON, CHARLES, Salford, Lancs, Grocer. Salford. Pet. April 26. Ord. April 26.
LOWDELL, GEORGE, Chatham, Labourer. Rochester. Pet. April 28. Ord. April 28.
ROSENTHAL, ARNOLD, Turnham Green, Company Director. Brentford. Pet. Oct. 17. Ord. April 27.
SLY, VICTOR, St. James's-st. High Court. Pet. March 1. Ord. April 8.
STABLES, THOMAS, Brighton, Grocer. Brighton. Pet. April 19. Ord. April 27.
STOTT, ISAAC, Weaste, Salford, Newsagent. Salford. Pet. April 26. Ord. April 26.
THACKERAY, HARRY, Kingston-upon-Hull, General Dealer. Kingston-upon-Hull. Pet. April 27. Ord. April 27.

FIRST MEETINGS.

ASTBURY, AYNSLIE NARE, Pendleton, Salford. May 12 at 3. Off. Rec., Byrom-st., Manchester.
BANNER, SUTHERLAND HARMOOD, Kensington. May 10 at 11. Bankruptcy-bldgs., Carey-st.
DAVIES, DAVID, Hendon, Dairyman. May 11 at 11. 14, Bedford-row.
ELSDONOUGH, C. N. May 11 at 12. Bankruptcy-bldgs., Carey-st.
FLETCHER, HOWARD, Brixton. May 11 at 11. Bankruptcy-bldgs., Carey-st.
GRACE, CHARLES HALLYBURTON CAMPBELL, St. David's Exeter. May 10 at 2.30. 94, High-st., Barnstaple.
HECTOR, ALBERT STANLEY, Aldersgate-st., Merchant May 12 at 11. Bankruptcy-bldgs., Carey-st.
HIRSHIN, BERNARD, Haymarket. May 12 at 12. Bankruptcy-bldgs., Carey-st.
RAY, ALICE, Roxwell, Essex. May 11 at 11.30. 14 Bedford-row.
SLY, VICTOR, St. James's-st. May 10 at 11. Bankruptcy-bldgs., Carey-st.

ADJUDICATIONS.

CHANNON, ALBERT EDWARD, HUMPHREY STANTON NADIN, and CYRIL GEORGE CHANNON, Cheltenham, Glos., Electrical Engineers. Cheltenham. Pet. April 26. Ord. April 26.
CROSS, HENRY TOBIAS, Wandsworth, Grocer. Croydon. Pet. April 1. Ord. April 26.
DOBSON, ARTHUR, and SYDNEY BENT, Nottingham Wholesale Fruit Merchants. Nottingham. Pet. April 27. Ord. April 27.
FLETCHER, HAROLD EDWIN, Bryanston-sq. High Court. Pet. Feb. 25. Ord. April 27.
HEADS, CHARLES EDWARD, Twickenham. Brentford Pet. Nov. 14. Ord. April 27.
JOHNSON, JULIA, Paddington. High Court. Pet. Feb. 27. Ord. April 28.
LEMON, CHARLES, Salford, Lancs, Grocer. Salford. Pet. April 26. Ord. April 26.
LOWDELL, GEORGE, Chatham, Labourer. Rochester. Pet. April 28. Ord. April 28.
PAY, WALTER HERBERT, Wardour-st. High Court. Pet. Feb. 19. Ord. April 28.
PERDES, BERNARD, Christopher-st High Court. Pet. Feb. 13. Ord. April 28.
POLLOCK, LEON LOUIS, Leicester-sq., Theatrical Producer. High Court. Pet. Feb. 21. Ord. April 28.
THACKERAY, HARRY, Kingston-upon-Hull, General Dealer. Kingston-upon-Hull. Pet. April 27. Ord April 27.

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

REES, WILLIAM BURCHELL, Red Lion-passage, High Holborn. High Court. Ord. Aug. 9, 1917. Adjnd. Aug. 29, 1917. Resc. and Annul. April 28, 1920.

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